

San Pasqual Union School District

The Little School in the Valley

15305 Rockwood Road, Escondido, CA 92027-6700
Phone 760-745-4931 Fax 760-745-2473 E-Mail spusd@sanpasqualunion.net
Website: www.sanpasqualunion.com

BOARD OF EDUCATION REGULAR MEETING

Tuesday, February 13, 2018

CALL TO ORDER

Blaise Jackson, President	_____	David Hersey, Member	_____
Angie Baker, Vice President	_____	Scott Heidemann, Member	_____
Tim Spivey, Clerk	_____	Shannon Hargrave, Supt /Secretary	_____
		Pamela Hansen, Recording Secretary	_____

CLOSED SESSION (GC 54956.9) (4:45 - Main Office/Conference Room)

- A. PUBLIC EMPLOYMENT, Title: Superintendent (GC- 54957)
- B. NEGOTIATIONS (GC- 54957.6)
- C. PERSONNEL MATTERS – appointments, transfers, resignations and/or reassignments.
(GC- 54957)(b)

OPEN SESSION (5:30 p.m. in Trussell Hall)

- A. WELCOME to guest and pledge of allegiance.
- B. HEARING OF THE PUBLIC: Persons wishing to speak to an item on the agenda or another topic that lies within the Board's jurisdiction.
- C. REPORT OF ACTION: taken in closed session
- D. APPROVAL OF AGENDA AND MINUTES: Current agenda and minutes of the 1/9/18 Regular meeting. Any changes for either the full agenda or the consent calendar must be made at this time.

Action _____

Motion By _____ Seconded by _____ Vote _____

Baker _____ Jackson _____ Heidemann _____ Hersey _____ Spivey _____

- E. CURRICULUM REPORT: ELD – Julie Romero
- F. PRESENTATION: Stephanie Jones (TEAMS)
- G. FINANCIAL REPORT: Rhonda Brown
- H. SUPERINTENDENT REPORT
- I. CSBA DELEGATE ASSEMBLY ELECTIONS: Ballot for election of a representative to the CSBA Delegate Assembly. There are 10 vacancies and the Board may nominate up to 10 candidates.

Action _____

Motion By _____ Seconded by _____ Vote _____

Baker _____ Jackson _____ Heidemann _____ Hersey _____ Spivey _____

ACTION/DISCUSSION

- J. MOU between the County of San Diego by and through its Health and Human Services Agency and the San Diego Superintendent of School and the San Diego County School Districts/Local Agencies regarding the San Diego County EESA Cost Sharing Transportation Agreement.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

- K. 2018-2019 & 2019-2020 CALENDAR: Approval of the 2018-19 & 2019-2020 District/School calendar.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

CONSENT AGENDA

- L. FINANCIAL REPORTS: Collection advice, revolving cash, purchase orders, donations, credit card expenditures, commercial warrants, Uniform Complaint Quarterly (Williams), and Quarterly Financial Disclosure
- M. COMPREHENSIVE SAFETY PLAN: Approval of the Comprehensive School Safety Plan SB 187 compliance document.
- N. SPECIAL SERVICES AGREEMENT: Approval for the District to retain and engage the law firm of Fagen Friedman & Fulfrost LLP to perform legal services on the District's behalf for the 2017-2018 school year.
- O. SPECIAL SERVICES AGREEMENT: The District to approve the Nonpublic Agency Master Contract for 2017-2018 school year between Vista Hill and San Pasqual Union to conduct a formal Independent Educational Evaluation (IEE).
- P. SARC: Approval of the School Accountability Report Card (SARC) as presented. This report reflects the 2016-17 school year.
- Q. POLICY MANUAL CHANGES: Approval of recommended changes to the District Policy Manual as recommended by the California School Boards Association. These changes (including technical revisions) and corrections were presented for the first reading at the January 9, 2018 Board Meeting. This document is available by request in the District office during regular business hours.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

BOARD COMMENTS AND DATES

- R. Comments by Trustees

ADJOURNMENT OF REGULAR SESSION

NEXT MEETING: March 13, 2018

IMPORTANT UPCOMING DATES:

2/15 - APEX Fun Run

2/16-19 - Presidents Weekend No School

2/20 - Staff PD day

2/26-3/2 - Book Fair on campus all week

3/2 - Read Across America Day / Dr. Seuss Birthday

3/2 - Loved ones Lunch

3/9 - Art Day

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BOARD OF EDUCATION MINUTES

Tuesday, January 9, 2018 at San Pasqual Union School

Closed Session (5:00)

- No action was taken in Closed Session

Regular Session

- Regular meeting called to order at 5:47 p.m. All members present with the exception of Member Spivey who was in closed session but left before open session due to a family emergency. Superintendent Hargrave and recording secretary, Pamela Hansen were also present.
- Public was welcomed and the flag salute was recited.
- Public Hearing: No one requested to address the Board
- Member Heidemann moved to approve the agenda and minutes with the correction of the names listed at the bottom of the organizational meeting notes. Member Hersey seconded the motion. Motion passed 4/0.
- Sasha Stallard, San Diego Zoo Safari Park Operations Manager - Education and Shuttles, gave a presentation about the expanding partnership with SPU. To view visit the SPU website
- Julie Romero gave a curriculum report on the ELD program. To view visit the SPU website
- Superintendent Hargrave presented an update on the LCAP Goal 2. To view visit the SPU website

Superintendent Report

- Holiday Program was very well attended with over 1000 people in attendance.
- We will be participating in the CHKS (California Healthy Kids Survey) again this year. It will be implemented with 5th & 7th graders as well as staff and parents.

Action / Discussion Items

- The Board was presented with the first reading of the SARC (School Accountability Report Card)
- Minimal updates to the proposed *2017-2018 Comprehensive School Safety Plan SB 187 Compliance Document*. Changes from last year included improving format and updating School Site Council Members. The updated document removes our Incident Command System structure and evacuation route maps. The proposed *2017-2018 Comprehensive School Safety Plan SB 187 Compliance Document* was approved by School Site Council on 1/9/17. The Board asked for a Roster of committee members and dates of meetings.
- The Board was provided with the First Reading of recommended changes to the District Policy Manual. Will be brought to next meeting for final approval.

Consent Agenda

Member Baker moved to approve the consent agenda. Member Hersey seconded the motion. Motion passed 4/0.

Comments by Trustees::

Member Heidemann: Member Heidemann thanked Mrs. Romero for her presentation and noted that her passion for the program really came through and that he is looking forward to her next presentations. He also felt that Sasha's presentation was great. He is excited for Shannon and feels that she has brought passion, drive, love and commitment to SPU and wishes her all good things in the future.

Member Jackson: Member Jackson is interested in looking to see what the district as a whole can do to help support the EL program and the partnership with The Safari Park. He feels that the last 5 years with Shannon have been great. He thinks that this is a great time for her and is excited for her and her family. Although she will be hard to replace he is excited about the possibilities.

Member Hersey: Member Hersey wishes Shannon luck in the future and feels that she is leaving us with a wonderful school. He is excited and the partnership with The Safari Park and is looking forward to future projects together. Member Hersey felt the CCAE pick up / drop off was so much better this year and felt Mark did a great job.

Member Baker: Member Baker feels privileged to be a part of this Board but Shannon leaving is tugging at her heart. She is very appreciate of Shannon and thankful that for the children that were able to benefit under her leadership. Shannon's character and leadership will be missed terribly.

Regular meeting adjourned at 6:54

Next meeting 2/13/2018 4:45 pm Closed session



COMMITTED TO EXCELLENCE
S I N C E 1 9 2 0

• GOVERNING BOARD MEMBERS

CHRIS FITE
JIM KELLY
ELVA SALINAS
ROBERT SHIELD
DR. GARY C. WOODS

• SUPERINTENDENT

DR. TIM GLOVER

January 22, 2018

Board of Trustees
CSBA Region 17
San Diego County

Re: Elva Salinas, CSBA Region 17 Delegate Assembly

Dear Members of the Governing Board:

The Governing Board of the Grossmont Union High School District unanimously nominated Trustee Elva Salinas as a candidate for the Delegate Assembly of the California School Boards Association, representing Region 17 in San Diego County.

Trustee Salinas was elected to the Governing Board in 2016, and has just completed her first year as a GUHSD Trustee. Ms. Salinas currently serves as the Governing Board Representative on the District's English Learner Advisory Committee (DELAC), a committee comprised of parent representatives from each of the District's school, and also represents the District at the East County's Skilled Workforce Development Committee (SKWD), a community partner organization.

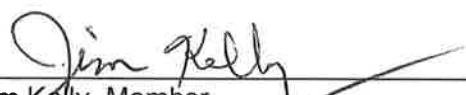
Ms. Salinas is very involved and active throughout the District; she attends as many events as her teaching schedule allows, and volunteers for activities available to the Governing Board Members. Due to her commitment to the District, Ms. Salinas was recently elected to serve as the Clerk of the Governing Board for 2018.


Trustee Salinas has 33 years of experience in both Career Technical Education and Academic Education, serving in her current capacity as a Professor and Professional Development Coordinator at San Diego City College. Professor Salinas has received numerous awards throughout her career. She received the California Community College Board of Governor's Exemplary Professional Development Award for a program she created: "Pedagogy of Love: Organic Praxis in Teaching and Learning" and received the Chicana Conciencia Educator Award-Raza for Educators, among others.

The GUHSD Governing Board is proud to support Trustee Elva Salinas as a CSBA Delegate Assembly Candidate for Region 17.


Robert Shield, President


Chris Fite, Vice-President


Jim Kelly, Member


Dr. Gary C. Woods, Member



TIME SENSITIVE, REQUIRES BOARD ACTION
BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

TRANSMITTAL

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Executive Office

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

Enclosed in this mailing you will find the following:

- Memo from CSBA President Mike Walsh
- Info sheet for return envelope U.S. Postmark Deadline – Thursday, March 15, 2018
- Red ballot to be signed by Superintendent or Board Clerk
- List of the current Delegates in your region (reverse side of ballot)
- Copy on white paper of the red ballot and list of current Delegates (on reverse side) for insertion in board packets
- Copy of each candidate's biographical sketch and optional résumé, if provided

Please do not hesitate to contact the Executive Office at (800) 371-4691 if you have any questions.

Thank you.

Enclosures



TIME SENSITIVE, REQUIRES BOARD ACTION
BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Mike Walsh, President

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

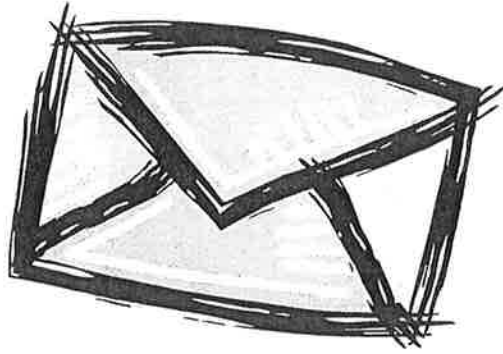
Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, provided is a watermarked “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the completed ballot on red paper is to be returned.**

The board, as a whole, may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15, 2018. No exceptions are allowed.**

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Friday, April 1. Please do not hesitate to contact our Executive Office at (800) 371-4691, should you have any questions. Thank you.



- BALLOTS SHOULD BE RETURNED IN THE ENVELOPE PROVIDED BY CSBA
- IF THE ENCLOSED ENVELOPE IS MISPLACED, PLEASE USE YOUR STATIONERY
- ON THE BOTTOM LEFT CORNER OF THE ENVELOPE, WRITE IN THE REGION OR SUBREGION NUMBER (THIS NUMBER APPEARS ON THE TOP OF THE BALLOT)

RETURN TO:

CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

**OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)**

Number of vacancies: 10 (Vote for no more than 10 candidates)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

- | | |
|---|--|
| <input type="checkbox"/> Elvia Aguilar (South Bay Union SD)* | <input type="checkbox"/> Laurie Humphrey (Chula Vista ESD) |
| <input type="checkbox"/> Barbara Avalos (National SD)* | <input type="checkbox"/> Claudine Jones (Carlsbad USD)* |
| <input type="checkbox"/> Maria Betancourt-Castaneda (National SD) | <input type="checkbox"/> Elva Salinas (Grossmont Union HSD) |
| <input type="checkbox"/> Brian Clapper (National SD)* | <input type="checkbox"/> Alma Sarmiento (National SD) |
| <input type="checkbox"/> Maria Dalla (National SD) | <input type="checkbox"/> Debra H. Schade (Solana Beach SD)* |
| <input type="checkbox"/> Eleanor Juanita Evans (Oceanside USD)* | <input type="checkbox"/> Marla Strich (Encinitas Union ESD)* |
| <input type="checkbox"/> Armando Farías (Chula Vista ESD) | <input type="checkbox"/> Cipriano Vargas (Vista USD)* |

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REQUIRES BOARD ACTION

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OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

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|---|--|
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| <input type="checkbox"/> Brian Clapper (National SD)* | <input type="checkbox"/> Alma Sarmiento (National SD) |
| <input type="checkbox"/> Maria Dalla (National SD) | <input type="checkbox"/> Debra H. Schade (Solana Beach SD)* |
| <input type="checkbox"/> Eleanor Juanita Evans (Oceanside USD)* | <input type="checkbox"/> Marla Strich (Encinitas Union ESD)* |
| <input type="checkbox"/> Armando Farías (Chula Vista ESD) | <input type="checkbox"/> Cipriano Vargas (Vista USD)* |

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page 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 one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: *Elvia Aguilar* Date: 11-10-17

Name: <u>Elvia Aguilar</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>South Bay Union School District</u>	Years on board: <u>27</u>
Profession: <u>Retired</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>(619)840-2559</u>
*Primary E-mail: <u>eaguilar@sbusd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>5</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

My dedication to public education is reflected in my background, organizational membership, and ongoing professional development activities. I have developed valuable skills and experience, which support my service to the Delegate Assembly. If re-elected, I will continue my focus on strengthening the relationship between public education and CSBA, partners, legislators, business leaders, and the community we serve.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been a member of the Board of Trustees of the South Bay Union School District for 27 years and have held the positions of Clerk, Vice President, and President. I have also served on various District committees, including PTA (past President), PTSA, Booster Clubs, and a founding member and past President of the Education Foundation. I have also served our community as a member of the Optimist Club and LULAC. I have been a CSBA member for 27 years and have completed professional development, including the Masters In Governance and Master of Boardmanship programs. I have represented Region 17 as a Delegate Assembly member for five years.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Boards of Education are entrusted by their diverse communities to ensure that high quality education is provided to each student. CSBA provides training support, resources, and inspiration to governing boards and superintendents to maximize their effectiveness in carrying out their critical leadership functions.



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Signature: Barbara Avalos Date: December 13, 2017

Name: <u>Barbara Avalos</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>9</u>
Profession: <u>Pre Need Counselor</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-550-6856</u>
*Primary E-mail: <u>bavalos@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>5 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

In my nine years as a member of the Governing Board, I have been involved in the selection committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have attended many functions representing the District and Governing Board in the community as well as having attended program assemblies, open houses, and parent nights at each of the school sites. Furthermore, I have visited each classroom in the District each year. I have completed the Masters in Governance Program twice and attended the annual conferences, which have strengthened my abilities as a member of the Governing Board. I have been involved in several committees throughout the community (health care, immigration, NALEO, etc.). I have served on the committee for the City area plan, which includes affordable housing. I also serve on the Board of Directors for the San Diego Organizing Project (SDOP). With the SDOP, I worked to remove hazardous auto/body shops that were dangerously close to schools.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am our Governing Board's liaison to the Delegate Assembly, where I have assisted several times on the validation committee for the Golden Bell Award. I have participated as Principal for a Day for the Sweetwater Union High School District. As Board Clerk, I represented our District on the South County Region Committee with the challenge of developing a common calendar. As Board President, I worked with our community on the passing of a local bond to help with upgrading our schools. I am a member of the Education Legal Alliance. I have been involved in the development of our Strategic Plan as well as in the Local Control Accountability Plan. I shall continue to serve the diverse population of the region as well as the State that advocates for this region.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing school boards in California is the volatile funding mechanism that the State has in place for schools where we have good funding years and bad funding years. School boards are forced to make difficult decisions during tough economic times that often negatively impact students in the classroom. The lack of statewide funding and support for the building and maintenance of school facilities places the cost and support for these types of initiatives solely on the local communities. CSBA can act as a voice for change and as an advocate for districts.

2018 Delegate Assembly Candidate Biographical Sketch Form

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

Signature: Maria Betancourt-Castaneda Date: 01/06/2018

Name: <u>Maria Betancourt-Castaneda</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>3 years</u>
Profession: <u>Business Owner/Homemaker</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-495-8563</u>
*Primary E-mail: <u>mbcastaneda@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in being a Delegate to improve the communicating between the District and CSBA. In addition, increase my knowledge as a Board Member to better serve my community.

As an active member of the community I have a good relationship with stakeholders which will benefit my ability to involve a variety of stakeholders.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served or currently serve as PTO President, School Site Council Representative, DAC, Preschool Liason, Fundraising Committee.

I am actively involved in the Youth Football and Cheer program for our community, currently serving at the capacity of President of the Association. I also assist our community High School program in fundraising for equipment, new uniforms and additional gear.

Completed the Masters in Governance and attend several CSBA Conferences throughout the years.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges our district faces is the stakeholders understanding the role of the Board Members and the difficult decisions that are required with always putting children first. Also, being able to manage the budget when changes eventually affect our district.

CSBA can help in addressing these challenges by providing training and communications to all stakeholders.



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

Signature:  Date: December 13, 2017

Name: <u>Brian Clapper</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>5</u>
Profession: <u>Retired</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-405-7217</u>
*Primary E-mail: <u>bclapper@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to be a delegate to improve my board member skills. The skills I bring are of leadership, transparency and good communication.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served as Governing Board President. I currently serve as chairman of the board for the National City Chamber of Commerce. I am also an active member of the Host Lions Club. I have been instrumental in events like the Fourth of July carnival, Spirit of the Holidays event, which helps local families in obtaining a free meal for Thanksgiving. OneSight Eye Clinic is a yearly event I am also a part of. I attend many functions in representation of the National School District and Governing Board in the community. I actively support our local Middle and High Schools.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

What I see as the biggest challenge is education funding. The budget is failing public school students in California and I want to help change this.



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page 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 one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: *Maria Dalla*

Date: December 13, 2017

Name: <u>Maria Dalla</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>Three</u>
Profession: <u>Retired</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-318-4031</u>
*Primary E-mail: <u>mdalla@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am seeking to become a California School Boards Delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue to gain insight by seeking every opportunity to be informed and continuing to learn. I am ready to fulfill a critical governance role within the Association as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. During my first few years as a school board member, I have dedicated a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our district.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I see the allocation of school districts' limited resources as the biggest challenge facing most governing boards. There are many additional programs and projects that would benefit our students, but there is only "one pot of money" and many essential financial responsibilities pertaining to running a district that must be considered. CSBA can help governing boards by continue to foster effective relationships with the Legislature, the Governor's office, Congress, the White House, administrative agencies and educational organizations to provide us the latest news and facts so that we can render effective local policy decisions that affect our districts.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

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Signature: *Eleanor Juanita Evans* Date: 10/18/2017

Name: <u>Eleanor Juanita Evans</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Oceanside Unified School District</u>	Years on board: <u>9 Months</u>
Profession: <u>Trustee (Former Classroom Teacher)</u>	Contact Number: (please check <input checked="" type="checkbox"/> Cell <input checked="" type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.) <u>760.580.7208</u>
*Primary E-mail: <u>Eleanor.Evans@oside.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>5 Months</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am an activist, organizer, scholar, and listener. I am a product of public education. My education began in a chicken shack that my parents converted to a one room school house for my cousins and myself because the Klan had burnt down the segregated school for Black students. I believe in quality public education for all students regardless of zip code, socio-economic status, sexual orientation/gender identity, or degree of skin melanin. As an educator, my passion has always been my classroom. I pride myself on the huge academic achievement strides of students under my tutelage. I have had many leadership roles from Director, Youth Conservation Core; administrator and facilitator at both school sites and central district offices. I was one of the California State Board of Education Commissioners who originated, wrote, and edited the California Common Core Academic State Standards. I am a Commissioner for the Commission on Credential Proficiency Commission, State of California Board of Education. I am a team player and a team leader. I believe in social justice, economic advancement, ethnic studies and cultural acceptance for all people.

Please describe your activities and involvement on your local board, community, and/or CSBA.

As a new member of the Oceanside Unified School District Board of Trustees, I have been a sponge to absorb the operations, governance, nuances, practices, and core values of the OUSD Board of Trustees as the Board of Trustees carries out the duties and responsibilities of the core values and beliefs of our greater Oceanside Community. I am actively involved with promoting dual immersion of languages in the primary and secondary schools. I am actively involved in engaging and promoting our parents' voice by participating in the OUSD District Parent Advisory Committee to understand how OUSD's LCAP objectives and LCFF meshed/are meshing together. My primary focus is our students achieving to the very best of his/her ability in all areas of development.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

In our everchanging social, political, and economic environment, the biggest challenges facing governing boards are to enable and empower our public school systems to thrive - not just survive. There are a litany of challenges included but not limited to poverty and school funding, class size and teacher morale, family factors and student behavior and attitudes; technology and media literacy; ethnic studies and gender inclusiveness; social-emotional learning and bullying; trust and transparency. There is not a magic bullet nor instant panacea for any of these issues but we must be ever vigilant, mindful, creative, and think outside of the box. The underlining solvent for a huge number of these challenges is finance - management skills. Money is the Mother's milk in education.



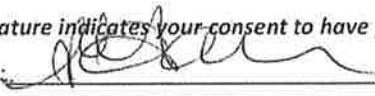
2018 Delegate Assembly Candidate Biographical Sketch Form

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Signature: 

Date: 1/5/18

Name: <u>Armando Farias</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Chula Vista Elementary School District</u>	Years on board: <u>1</u>
Profession: <u>School Principal</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) _____
*Primary E-mail: <u>armando.farias@cvesd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It is my interest to become a CSBA delegate for multiple reasons. First, I am committed to providing advocacy on behalf of children and public education. Second, I am interested in serving on strengthening lines of communication among CSBA and local board member and school districts. Furthermore, supporting policies that advocate for the success of stakeholders in education it's my calling. As an educator, school administrator and school board member, I bring multiple skills to the delegate assembly. I am well versed on instruction, leadership and team building.

Please describe your activities and involvement on your local board, community, and/or CSBA.

As a school board member I am involved on ensuring our School District continues to provide a world-class education to our students. I am a member of the Special Education Advisory Committee and work with multiple stakeholders on ensuring our most vulnerable students continue to receive supports that would ensure their academic progress. Additionally, I visit school sites and meet with different groups of people to monitor the morale and safety of our school environments.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are multiple challenges that confront governing boards today. The lack of resources and districts' inability to provide equity among all students continues to be major concerns. CSBA, through its strong policy direction and communication, provides support to public education's leadership. In addition, CSBA commitment to students' advocacy ensures school districts and board members receive the tools to materialize their visions.

2018 Delegate Assembly Candidate Biographical Sketch Form

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Signature: Laurie Humphrey Date: 1/1/2018

Name: <u>Laurie Humphrey</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Chula Vista Elementary</u>	Years on board: <u>one</u>
Profession: <u>Retired teacher</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619 987-7194</u>
*Primary E-mail: <u>lauriekhumphrey@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I'm interested in being a delegate because I feel it is a great way to continue to learn and grow as a board member. It is the best way to stay informed, to network and to share information with other members across the state. I am a retired teacher from the district that I now serve so I would bring a unique perspective to the committee.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have just completed my first year as a board member and have already contributed to making positive changes in our district. For example, reinstating participation in employee recognition at the local and county levels. I grew up in the community, attended the schools as well as taught for 23 years. I am an active volunteer in my church as well as in a sixth grade classroom weekly. I have attended two of the CSBA conferences as well as the new board member training.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges facing governing boards will be the impact of pension cost increases. Pension costs are set to triple by the year 2024 and most districts are going to have to rely on their reserves to cover the costs. Many programs will be either reduced or cut entirely. CSBA urges additional funding from the state as well as keeping the delegates informed on the latest information affecting their districts.



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Signature: Claudine Jones Date: 11/4/17

Name: <u>Claudine Jones</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Carlsbad Unified School District</u>	Years on board: <u>4</u>
Profession: <u>Financial Contractor</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.) <u>760-331-5000</u>
*Primary E-mail: <u>cjones@carlsbadusd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>3</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Having served the Region #17 Delegate Assembly (DA) for the last 3 years has been a rewarding and invaluable experience. I'm interested in continuing to serve my region because the members of DA provide critical information to CSBA about our regional concerns and issues. I feel it's important to continue providing the North County coastal perspective to ensure our students' needs and issues are properly addressed. The Region #17 delegates work hard and collaborate to use our strong relationships with local legislators to advance CSBA's legislative priorities. I want to continue this work and build on recent successes such as, the school energy coalition, which brought together over 39 districts in the region to advocate for lowered energy costs and fair rates for solar schools. On the state-level, our delegates helped provide information and insight about the adverse impacts of the reserve cap on local budgets. After 3 years of working with our legislators, CSBA successfully passed legislation that greatly minimized any future impact.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently serving on two PTA executive boards as parliamentarian and legislative chair. I am the parent co-leader of my daughter's competitive show choir team. I am currently serving as secretary to the Executive Board of the San Diego CA School Boards Association. In addition to serving on Delegate Assembly, I serve as CUSD's representative for the CA suburban school district legislative team and as a district audit committee member. I am the education committee chair of our local League of Women Voters. I've also served for 3 years as site validator for CSBA's Golden Bell award.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the biggest challenge facing governing boards today is the lack of adequate funding for growing fiscal issues such as, escalating employment costs, pension liabilities, loss of federal funding, and the growing costs of technology, transportation and Special Education. I believe CSBA is poised to help local boards address these challenges through coordinated legislative action and a growing grass-roots program. I am a proud supporter of CSBA and I ask for your vote to continue serving our region as a delegate. Thank you.



2018 Delegate Assembly Candidate Biographical Sketch Form

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Signature: *Elva Salinas* Date: 12/21/17

Name: <u>Elva Salinas</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Grossmont Union High School District</u>	Years on board: <u>1</u>
Profession: <u>College Professor</u>	Contact Number: (please <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>619-244-2939</u>
*Primary E-mail: <u>boardmembersalinas@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Becoming a CSBA Delegate would help me grow as an educational advocate by providing me the environment to learn more about legislation affecting education. My extensive experience as an educator, PD coordinator, and program coordinator at the Community College level makes me a valuable asset to CSBA. I have been a professor at San Diego City College for 34 years, teaching Cosmetology (CTE) for 16 years and English/Chicano/a Studies for 18 years. Our students feed to us from the lowest socio economic regions in our city and are the most diverse population of any college in our region, so I know the importance of integrated student services and academic support programs, including student centered pedagogy/andragogy, and project based learning to ensure student success. For the last 15 years I have coordinated PD programs, ensuring the conscientious implementation of multiple state mandated initiatives, federal, state grants. As a CSBA delegate I would support and advocate for more PD for all staff members, culturally relevant and experiential education for our students, and adequate funding for our schools.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have attended 2 CSBA Conferences since I was elected to office last year. Working alongside the Superintendent, his staff and seasoned board members ensured that I learn everything I needed to know to make well-informed decisions. I toured most of our 13 high schools and other sites, officiated four graduations, attended several award and represented our board on the District English Learner Advisory Committee. I participated in the 4th Annual East County Educational Alliance Summit; this coalition was created by the Grossmont-Cuyamaca Community College District and the Grossmont Union High School District to provide East County high school students a more direct path to college and a career. The San Diego Performing Arts League awarded me with the Star Award for bringing more than 3000 underserved students to the La Jolla Playhouse; recently I helped coordinate an LJP theater experience on the UCSD campus for students in our district. Most recently I was included in the book Chicana Tributes: Activist Women of the Civil Rights Movement-Stories for the New Generation for the work I have done in the immigrant rights communities.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the lack of public school funding to provide first-rate education that prepares our students for a culturally diverse, technologically sophisticated and global society. Our teachers, staff and administrators are being asked to do more and more with fewer and fewer resources. Accountability to the state is high and fiscal support is very low. In our district, inadequate charter schools are taking resources sorely needed by our schools; stricter regulation is needed. State funding timelines and monetary fluctuations, always a guessing game, makes it impossible to create a solid 5-year education plan or fiscal consistency. It is imperative that CSBA advocates an increase and adequate revenue for public education and charter school accountability through upcoming legislation.

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Signature: Alma Sarmiento Date: 12/13/17

Name: <u>Alma Sarmiento</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>24</u>
Profession: <u>Ret. Job Developer</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>(619) 987-1974</u>
*Primary E-mail: <u>asarmiento@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

After 24 years as a Governing Board Member in the National School District, I feel that I have many years of expertise to offer. After attending CSBA's Annual Education Conference for all these years I've found that there is always something new to learn and I still look forward to attending. I've participated in three different Superintendent searches, and I've been involved in negotiations with our local bargaining units and have sat at the table as well. I've also participated in numerous Superintendent evaluations. As a retired Job Development Specialist I've sat in on many interviews for Principals and Administrative staff. I've also served on our Chief of Police's Advisory Committee and several other capacities with our local law enforcement. I've served on many Boards of Directors including the National City Chamber of Commerce, American Cancer Society, Boys & Girls' Clubs, Little League baseball, Girls' Softball, Band Boosters, Quarterback Club and many others. I've also served on our Congressional Advisory Committee in several capacities as well as the Superintendent's Advisory Committee at the secondary level.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I've served as Board President on more than one occasion as well as Chairperson of the South Bay Region Boards of Education which consisted of four elementary school districts, two high school districts, and the community college district. I'm currently on the district Fundraising Committee and served on a committee which evaluated our Family Resource Center. I also served on our Uniform Adoption Committee in the past and our Zero Tolerance Committee. I formed and chaired our district's Safe Routes to Schools committee and recruited community members, city leaders, teachers, and Principals. We were able to bring in \$4.5 million to our small town and received high praise from the state level for our collaboration with the community. Throughout my tenure on the Governing Board I have been a constant supporter for fine arts for our children and will continue to be.

I have completed the Masters in Governance Program and attended the annual conference, which have strengthened my abilities as a member of the Governing Board.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The elephant in the room is the constant lack of funding at the state level. This has been going on the entire time I have served on the board. CSBA did an excellent job of hosting our gubernatorial candidates at the last conference which was ideal in bringing to their attention, the need for more money for our children. It provided us with an opportunity to get their attention and see what a dynamic force we are as champions for our children. It reminds me of our Joint School Boards Coalition when we got the attention of our local leaders by joining forces and showing them the strength of the population that we serve and how we best represented their constituency. CSBA's Legislative Day is a great opportunity to meet with our local representatives and I feel that we should expand on that and meet with them regularly so that they fully understand the needs in our individual communities.



Delegate Assembly Biographical Sketch Form

Due: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax: (916) 371-3407 | or email: lgosselin@csba.org

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Your signature indicates your consent to serve

Signature: [Handwritten Signature] Date: 1/4/2018

Name: <u>Debra H Schade</u>	CSBA Region-subregion #: <u>17</u>
District: <u>Solana Beach School District</u>	Years on board: <u>14</u>
Profession: <u>Health Research</u>	Contact Number: (please V <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>8585252625</u>
Primary E-mail*: <u>dschade@sbsd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have served as a Delegate for Region 17 for 2 years and on the Solana Beach School District Board for 15 years. During this time I have been involved in a wide variety of education and local governance issues. I want to bring my record of leadership and advocacy to continue to represent Region 17. As a board member, I have been involved in our Regional Legislative Action Network and accompanied our superintendents to Sacramento to meet with legislators over issues concerning education in California. I have also represented our district on joint education committees with the mayor and members of the Solana Beach City Council and San Diego City Council members. Since 2002 I have been an active member of CSBA attending workshops, continuing education and annual conferences. I completed the CSBA Masters in Governance training. I have also attended the Coalition for Adequate School Housing (CASH), Small School District Association (SSDA), National School Board Association (NSBA) and California Women Lead Annual Conferences.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I currently serve on the Region 17 Delegate Assembly and San Diego School Board Association. I participated in the 2017 Golden Bell Award site visits, serve on the 2018 CSBA Nominating Committee and member of the 2017 Honoring Our Own Gala Committee. As an active leader in education, I have been involved as a volunteer and advocate for the past 18 years. Initially serving as a classroom volunteer, PTA member, Foundation and School Site President, I was elected to the board in 2002. During my tenure on the board I have served as Board representative to various district and regional committees including North County Consortium for Special Education (NCCSE), San Dieguito Alliance for Drug Free Youth, District Wellness Committee, Child Nutrition Focus Group, Facilities Master Planning Committee, District Envision Team, District Recycling Committee and Design Committees for Skyline and Solana Vista Elementary. In 2016 I was nominated for ACSA Region 18 School Board Member of the Year for work in STEM education and innovation. Our STEM program received a 2016 Golden Bell Award. I have been involved in many volunteer and community service activities.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the recent concurrent amount of change effecting students and education in California as well as the continued fight for adequate state funding. New standards have challenged districts to train and support staff in new curriculum and implementation for the classrooms. Our new student assessment system challenges districts and board members to understand and interpret results for improvement and celebration. Changes to the way school districts are funding through the Local Control Funding Formula (LCFF) and development of a strong Local Control Accountability Plan (LCAP) are also a current focus for board members. CSBA has been at the forefront of these changes and continues to provide information, education and support for districts and board members in their efforts to face the staggering amount of changes in education while focus on a positive vision for the future. With opportunities for collaboration, education, and communication CSBA helps by providing support of focused strong leadership for board members during this time of change.

DEBRA H. SCHADE PH.D.
Solana Beach School District
SOLANA BEACH, CALIFORNIA 92075
dschade@sbsd.net

PUBLIC SERVICE

SOLANA BEACH SCHOOL DISTRICT BOARD OF TRUSTEES

ELECTED 2002

PRESIDENT 2016-PRESENT, 2006-2008 • VICE PRESIDENT 2004-2005, 2014-2016

SCHOOL DISTRICT COMMITTEES: DISTRICT WELLNESS COMMITTEE • SOLANA VISTA DESIGN COMMITTEE • SKYLINE ELEMENTARY DESIGN COMMITTEE • PROPOSITION JJ • SOLANA BEACH EDUCATION FOUNDATION • DISTRICT SCHOOL SITE PLANNING COMMITTEE • DISTRICT STRATEGIC PLANNING COMMITTEE • DISTRICT GATE COMMITTEE • CHILD NUTRITION FOCUS GROUP • DISTRICT RECYCLING COMMITTEE • ENVISION COMMITTEE STEM INITIATIVE • NORTH COUNTY CONSORTIUM FOR SPECIAL EDUCATION (NCCSE) REPRESENTATIVE

SAN DIEGO COUNTY SCHOOL BOARD ASSOCIATION MEMBER 2016 - PRESENT

CSBA INVOLVEMENT

MASTERS IN GOVERNANCE (MIG GRADUATE 5/2016) • REGION 17 DELEGATE 2016 - PRESENT • 2018 CSBA NOMINATING COMMITTEE • CSBA GOLDEN BELL SITE VISIT 2016 • CSBA MIG CURRICULUM TASK FORCE 2016 • CSBA ANNUAL CONFERENCE ATTENDEE SINCE 2002 • CSBA BOARD RETREAT WORKSHOP • SCHOOLS FOR SOUND FINANCE MEMBER AND WORKSHOP PARTICIPANT • SMALL SCHOOL DISTRICT ASSOCIATION (SSDA) OF CALIFORNIA CONFERENCE ATTENDEE • COALITION FOR ADEQUATE SCHOOL HOUSING (CASH) ANNUAL CONFERENCE ATTENDEE • NATIONAL SCHOOL BOARD ASSOCIATION (NSBA) ANNUAL CONFERENCE ATTENDEE • CALIFORNIA STEM CONFERENCE ATTENDEE

LEGISLATIVE EXPERIENCE

REGIONAL LEGISLATIVE ACTION NETWORK • SCHOOLS FOR SOUND FINANCE REGIONAL AND STATE MEETINGS • MEETINGS REGARDING EDUCATION ISSUES WITH LEGISLATORS IN SAN DIEGO AND SACRAMENTO INCLUDING STATE ASSEMBLYMAN ROCKY CHAVEZ, STATE SENATOR TONI ATKINS, STATE ASSEMBLYMAN TODD GLORIA, FORMER U.S. REPRESENTATIVE RANDY CUNNINGHAM, FORMER STATE SENATOR DEDE ALPERT, FORMER STATE SENATOR BILL MORROW, FORMER ASSEMBLYMAN MARK WYLAND, FORMER SAN DIEGO CITY COUNCILMAN SCOTT PETERS, FORMER SAN DIEGO CITY COUNCILWOMEN SHERRI LIGHTNER AND STATE SENATOR MARTY BLOCK • CITY OF SOLANA BEACH LIAISON COMMITTEE WITH MEMBERS OF SOLANA BEACH CITY COUNCIL • CALIFORNIA WOMEN LEAD CONFERENCE ATTENDEE

COMMUNITY SERVICE

LEAGUE OF AMAZING PROGRAMMERS BOARD MEMBER • SAN DIEGUITO ALLIANCE FOR DRUG FREE YOUTH • KIDS KORPS USA CHAPTER PRESIDENT • TEEN KORPS USA CHAPTER PRESIDENT • TEEN VOLUNTEERS IN ACTION (TVIA) PARENT VOLUNTEER • SITE COUNCIL PRESIDENT • SOLANA BEACH EDUCATION FOUNDATION SITE PRESIDENT • SCHOOL PLAYGROUND VOLUNTEER • SKYLINE YOUNG SCIENTIST CLUB COORDINATOR • CLASSROOM VOLUNTEER • CANYON CREST ACADEMY BOYS SOCCER PARENT LIAISON • CANYON CREST ACADEMY BOYS WATER POLO PARENT LIAISON • MIRACLE LEAGUE OF SAN DIEGO VOLUNTEER • SAN DIEGO SURF SOCCER TEAM MANAGER • DEL MAR WATER POLO CLUB TEAM MANAGER • EARL WARREN SURF TEAM MANAGER

PERSONAL

PH.D. PUBLIC HEALTH PROMOTION • MARRIED WITH THREE SONS WHO ATTEND(ED) SOLANA BEACH SCHOOL DISTRICT AND SAN DIEGUITO UNION HIGH SCHOOL DISTRICT SCHOOLS



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page 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 one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: Marla Strich Date: 12-12-17

Name: <u>Marla Strich</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Encinitas Union ESD</u>	Years on board: <u>19</u>
Profession: <u>Sales</u>	Contact Number: (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>760-519-7882</u>
*Primary E-mail: <u>marla.strich@eusd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>1 year</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It is an honor to serve as a CSBA delegate, helping to formulate policy for the association, as well as assisting school boards throughout California in their vital work. I am a passionate advocate for public education, having traveled numerous times to Sacramento with CSBA, and to Washington, DC with NSBA to advocate on behalf of public education. I am a "big picture" thinker, and make decisions within that context in order to ensure that our actions benefit the greatest number of students. I am an articulate speaker, and have experience in dealing with the media.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served on the EUSD Board for 19 years. During my tenure I have been Board President four times. As noted above, I have attended legislative advocacy sessions as part of both CSBA and NSBA. I am a continuous learner, having completed the Masters in Governance program. I have consistently attended CSBA's AEC, as well as numerous NSBA Conferences, and have presented at both. I also attended CSBA's inaugural Leadership Conference.

I have a long history of leadership in my community, having served as school site council chair, PTA Legislative Vice President and long-term Girl Scout leader.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

We must continue to defend and promote public education as the keystone of a democratic society. We must ensure that public education is adequately funded in California, so we can provide the world class, forward-looking education that our children deserve.



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

Signature: C. Vargas Date: 12/19/17

Name: <u>Cipriano Vargas</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Vista USD</u>	Years on board: <u>1</u>
Community Profession: <u>Organizer</u>	Contact Number: (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>760-213-4498</u>
*Primary E-mail: <u>cvargas.trustee@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>1</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a current Delegate, I am invested in this organization and improving outcomes for students. I am a former teacher who was encouraged to run because of the inequities. I have served as a board member for the California University system. Education continues to play an important role, we need to ensure those opportunities continue.

- CSUSU Alumni Association Board of Directors
- CSBA Delegate
- President of North County SD Latino Democrats
- Community Organizer for SEIU 221
- District Delegate for State Democratic Party

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- There seems to be a wave of newly elected board members, CSBA can continue to be a key point of contact for resources. We are at a crucial time in politics, both at the State & Federal level we must be vocal and present. Lastly, boards need to continue to put equity at the forefront, our students need it.

Cipriano Vargas

cvargas.trustee@gmail.com
(760) 213-4498 Available Monday- Friday after 3pm PST

1086 Naomi Dr.
Vista, CA 92083

EDUCATION

- California State University San Marcos, San Marcos, CA
Bachelor of Arts in Sociology May, 2014
- Minor in Spanish and Women's Studies
 - 3.25 Cumulative GPA
 - Member of Order of Omega- National Greek Leadership Honor Society 2013 - 2014

EXPERIENCE

- SEIU 221, San Diego, CA September, 2017 - Present
Flip the 49th Neighbors in Action Field Organizer
- Field Strategy plan for voter engagement, voter registration and leadership building
 - Weekly canvasses and phonebanks with organization in the district
 - Organizing communities across CD 49th with action plan to target voters

- San Marcos Unified School District, San Marcos, CA September, 2016 - Present
Substitute Teacher
- Working in various grade levels for a school district of 21,000 students.

- KIPP Esperanza/Teach for America, San Antonio, TX June, 2014 – June 2016
Kindergarten Teacher
- Texas Teaching Certification in General Elementary EC-6 and Bilingual Education
 - Teach and deliver effective Spanish lessons to forty-four kindergartners.
 - Reach academic success through play based learning, parent workshops, culturally relevant teaching pedagogy and meeting the social & emotional needs of students.
 - Participated in an intensive summer training program to develop the skills and knowledge needed to achieve significant gains in student achievement. Simultaneously taught summer school program for students in Houston Independent School District (HISD) under the supervision of a faculty of experienced teachers.
 - Shared best practices for Spanish speaking students via teacher exchange program in Mexico
 - Participated in teacher development around Culturally Responsive Teaching, Restorative Justice and bilingual education.

- CSU Board of Trustees, Long Beach, CA July 2012 - June 2014
Student Trustee
- Co-represented the interests of 437,000 students to a 25 member board, with oversight of the 23 campus California State University System.
 - Worked with students to ensure that policies reviewed by the board were consistent in supporting student success and academic achievement.
 - Reviewed student graduation initiatives that incorporated learning communities, blending learning, remedial summer courses for English and math, in addition to programs that help push on academic success.

- Migrant Education Region IX, Vista, CA May 2013 - May 2014
Teacher's Assistant
- Assisted a teacher in a classroom of English language learners through small group work.
 - Developed and facilitated workshops on access to college and navigating college as a first generation college student.

Skills

- Spanish and English instruction for early childhood (Bilingual education)
- K-12 and Higher Education Policy Research, community organizing and public speaking
- Computer skills including Microsoft word, excel and PowerPoint

Leadership

- Schoolboard Member elect of Vista Unified School District November 2016- Present
- Elected by the community to provide leadership and citizen oversight to VUSD.



Dear Superintendents,

The Every Student Succeeds Act (ESSA) requires that students in foster care receive transportation to their school of origin when in the student's best interest. ESSA states that this transportation can be funded one of three ways: solely by the LEA, solely by the child welfare authority, or by a cost-sharing agreement.

In support of our districts and the students in foster care we serve, the San Diego County Office of Education (SDCOE) has negotiated a cost-sharing agreement with the County of San Diego County's Child Welfare Services that satisfies this requirement and, more importantly, removes a major hurdle to school stability. LEAs may choose to be a party to the agreement, along with SDCOE and Child Welfare Services.

The details are spelled out fully in [this document](#). Here are a few of the agreement's main provisions:

- SDCOE will contract with transportation providers and will fund staff to vet all referrals and exhaust all other options prior to referral. SDCOE will also provide administrative support for tracking, billing, record keeping, etc., and a full-time manager to coordinate transportation and communicate to LEAs the cost associated with this service to allow LEAs to determine if it is the most cost-effective approach. SDCOE will also cover all indirect costs of funds contributed by Child Welfare Services, County Health and Human Services Administration, and LEAs.
- Child Welfare Services will contribute \$350,000 to cover one-third of the transportation costs when the student goes between two districts, and half of the costs within one-district boundaries.
- If LEAs choose to participate, they will contribute one-third of transportation costs when the student goes between two districts and half of costs with one-district boundaries.
- When an LEA uses its own resources to transport a student, the LEA can invoice SDCOE for \$3.13 per mile.
- The agreement, which lends itself to inclusion in Local Control and Accountability Plans, goes into effect July 1, 2018, for the 2018-19 school year.

I'd like to thank and acknowledge districts for partnering with us to identify this challenge and brainstorm solutions. I hope you will pursue board approval to participate in this cost-sharing transportation agreement by April 30, 2018.

Please contact Dr. Michelle Lustig, director of SDCOE's Foster Youth Services Coordinating Program and Homeless Education Services, at [619-683-9340 ext. 31](tel:619-683-9340) or mlustig@sdcoe.net with any questions or concerns.

Sincerely,
Paul

Dr. Paul Gothold



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHS) and **the San Diego County Superintendent of Schools (SDCSS) and San Diego County School Districts/Local Education Agencies (SDC LEAs)**. The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arrange, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation...”

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody and control as vested by the San Diego Superior Court.

SDCSS is an LEA under federal law and to ensure compliance with ESSA transportation to school of origin provisions has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.

SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 17 (seventeen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does not include transportation as a related service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative shall be sent to each party as follows:

<p><u>County of San Diego</u></p> <p>Cathi Palatella, Director Child Welfare Services 8965 Balboa Avenue San Diego, CA 92123 (858) 616-5812 Cathi.Palatella@sdcounty.ca.gov</p>	<p><u>SDCSS</u></p> <p>Michelle Lustig, Ed.D, MSW, Director SDCOE Foster Youth Services Coordination Program 6401 Linda Vista Road San Diego, CA. 92111 619-683-9340 ext. 31 mlustig@sdcoe.net</p> <p>For SDC LEA Point of Contact see http://www.sdcoe.net/student-services/student-support/fyhes/Documents/District_AB490_McKinneyVento_Liaison_List.pdf</p>
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2. Parties' Responsibilities for Sharing in Additional Costs

2.1. County

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per contract number 525896 between SDCSS and HHSA Child Welfare Services. This contract number 525896 and its terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County will ensure that a Best Interest Determination to school of origin has been made by the Education Rights Holder prior to referral to transportation services, and make a best effort to ensure the SDC LEA AB 490 Foster Care Liaison is consulted.
- 2.1.3. County will provide up to \$350,000 annually to SDCSS per contract number 525896 between HHSA Child Welfare Services and SDCSS, which SDCSS will keep in the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:
 - 2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the additional cost to transport.
 - 2.1.3.1.1. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, County

agrees to fund fifty percent of the remaining SDC LEA's additional costs.

2.1.3.2. When intra-district transportation is being provided to an eligible student County agrees to fund 50% (fifty percent) of the additional cost to transport.

2.1.4. County will conduct background clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.1.5. County will cover all costs associated with clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.2. SDCSS

2.2.1. SDCSS co-located Education Liaisons will collaborate with County on all referrals for transportation services where transportation to the school of origin creates an additional cost for the LEA.

2.2.2. SDCSS co-located Education Liaisons will meet with all caregivers and students to orient them to transportation service requirements when SDCSS contracted providers are transporting eligible students.

2.2.3. SDCSS co-located Education Liaisons will meet the student on initial day of transport when SDCSS contracted providers are transporting eligible students.

2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.

2.2.5. SDCSS will provide orientation to all transportation provider drivers.

2.2.6. SDCSS will provide a full time manager and secretarial support to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.

2.2.7. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.

2.2.8. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.

2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.

2.2.10. SDCSS will maintain all records required by the parties to this agreement.

2.2.11. SDCSS will provide quarterly reports to all parties.

- 2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.
- 2.2.13. SDCSS will convene a meeting of the parties of this agreement within 60 days of the end of the agreement term to review its implementation.
- 2.2.14. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.

2.3. SDC LEAs

- 2.3.1. SDC LEAs will collaborate with SDCSS co-located Education Liaisons to determine whether existing transportation options are available to transport a student to their school of origin, and if not, a cost effective method available to transport eligible students in foster care to school of origin and additional costs associated with doing so.
- 2.3.2. SDC LEAs will notify SDCSS co-located Education Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.
- 2.3.3. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the additional cost to transport.
- 2.3.4. When one responsible SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, the other responsible SDC LEA agrees to fund fifty percent of the remaining additional costs.
- 2.3.5. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to fund 50% (fifty percent) of the additional cost to transport.
- 2.3.6. SDC LEAs will track and communicate to SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin.
- 2.3.7. SD LEAs agree to make claims for recuperating transportation costs to SDCSS, not the County.
- 2.3.8. SDC LEAs may notify SDCSS manager of their decision to not utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age appropriate manner.

3. County Contribution to Additional Cost

Through June 30, 2019, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. LEAs agree to notify SDCSS when they incur additional cost to transport an eligible

student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2. of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

This agreement is subject to the following dispute resolution process outlined in California Education Code:

E. C 48853.5 (f) (C) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.

E. C. 48853.5 (3) (C) (11) (h) (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:

Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

5.2. Indemnity Claims Arising from Concurrent Acts or Omissions:

The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties 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 5.3 below.

Indemnity Joint Defense and Reimbursement and Reallocation:

Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree

to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

6. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance With Rules And Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Information Privacy and Security Provisions:** All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of client's information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.
11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of County and **SDCSS and SDC LEAs**. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

12. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.
13. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
14. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
15. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
16. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHS), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.
- 16.1 Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:
http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>
17. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force until **June 30, 2019. Transportation services under this agreement will begin July 1, 2018.**
18. **Termination For Convenience.** Any party may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
19. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

County of San Diego

Dated: _____ By: _____
NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

Dated: _____ By: _____
NAME
Title

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

ELEMENTARY SCHOOL DISTRICTS (continued):

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

Attachments:

- Scope of work
- Best interest Determination form
- IAA
- Referral form
- Incident Report Form

Article 14 Information Privacy and Security Provisions

ARTICLE 14 INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdc.compliance.org, including:
- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
- 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
- 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
- 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
- 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County; and
- 14.1.2.7 The Standard Agreement between the County and the California Department of Aging.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
- 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 "Covered Entity," when applicable, shall mean the County.
- 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
- 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County.
- 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.3.6 **Breach Reporting.** Contractor shall report breaches and suspected security incidents to County Contracting Officer's Representative and HHSA Privacy Officer, to include:
- 14.3.6.1 **Initial Report.**
- 14.3.6.1.1 Contractor shall email County immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email County within one business day of the discovery of any suspected security incident or breach of County PHI/PI/PII
- 14.3.6.1.3 Contractor shall additionally submit a completed County "Privacy Incident Report," which is posted on County's website, www.cosdcompliance.org within one (1) business day.
- 14.3.6.2 **Investigation Report.** Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" form.
- 14.3.6.3 **Notification.** Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 **Designation of Individuals.** Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 **Data Security.** Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but is not limited to:
- 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
- 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter;
- 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
- 14.3.8.1.3 Wear an identification badge at facilities that contain such PHI/PI/PII
- 14.3.8.2 Facilities that contain applicable County PHI/PI/PII shall have security guards or a monitored alarm system, as required by State Agreements.
- 14.3.8.3 Computer warning banners for all systems containing applicable County PHI/PI/PII
- 14.3.8.4 Comprehensive, annual security risk assessments
- 14.3.8.5 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses comply with State Agreements.
- 14.3.8.6 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 **Termination.** Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

**SAN PASQUAL UNION SCHOOL DISTRICT
COLLECTION ADVICE
FOR THE MONTH OF JANUARY 2018**

INCOME:

Rancho Vista Monte-Facility Fee	\$30.00
Engineering for Kids-Facility Fee	\$300.00
PTO	\$1,000.00
Saints Adopt	\$125.00
Sage Garden	\$100.00
Total	\$1,555.00

REIMBURSEMENT:

Lunch	\$7,753.75
Snacks	\$202.00
School Nutrition-Federal Nov '17	\$5,615.14
School Nutrition-State Nov. '17	\$391.33
Field Trip-2nd	\$574.50
Field Trip-3rd	\$319.00
Field Trip-6th grade camp	\$341.00
Field Trip-8th	\$725.00
Retirement Benefits-Bostroms	\$1,219.50
Ca Center for the Arts-Bus Reimbursement	\$150.00
AFA Substitutue Reimbursement	\$240.00
ETS Substitute Reimbursement	\$118.00
Holiday Program	\$1,109.50
Preschool Tuition-Dec '17	\$13,960.00
Preschool Lunches	\$68.75
Kids Club Tuition-Dec '17	<u>\$16,095.00</u>
Total	\$48,881.97
GRAND TOTAL	<u>\$50,436.97</u>

**SAN PASQUAL UNION SCHOOL DISTRICT
MONTHLY LIST OF REVOLVING CASH FUND PAYMENT
FOR JANUARY 2018**

<u>CHECK #</u>	<u>DATE</u>	<u>PAYEE/ACCOUNT#</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
995	01/29/18	National Union Fire 0100 0000000 1110 1000 5800059 000	6th Grade Camp Insurance	85.40

General Fund

0100 0000000 1110 1000 5800059 000

85.40

TOTAL REVOLVING CASH PAYMENT \$85.40

CERTIFICATION OF APPROVAL OF REVOLVING CASH FUND PAYMENTS

I hereby certify that the Governing Board in its meeting February 13, 2018 approved the list of
Revolving Cash Fund Payments for the month of January 2018.

Date

Shannon Hargrave, District Superintendent

PURCHASE ORDER REPORT
JANUARY 2018

PO Number	Date	Supplier	Description	Fund	Amount
000000789	1/5/2018	PILOT PAINTING & CONSTRUCTION	PAINTING SCHOOL BUILDINGS	1400	11,140.00
000000790	1/9/2018	JW PEPPER & SON, INC.	MUSIC FOR VAPA	0100	367.31
000000791	1/12/2018	CITY OF POWAY	FIELD TRIP	0100	240.00
000000792	1/12/2018	SAN DIEGO COUNTY SUPERINTENDENT	REGISTRATION FEES	0100	310.00
000000793	1/12/2018	SAN DIEGO COUNTY SUPERINTENDENT	REGISTRATION FEES	0100	150.00
000000794	1/12/2018	SAN DIEGO ZOO GLOBAL	FIELD TRIP-8TH GRADE	0100	690.00
000000795	1/16/2018	SAN DIEGO FREIGHTLINER	BUS REPAIR	0100	361.44
000000796	1/18/2018	SUPREME SCHOOL SUPPLY COMPANY	ATTENDANCE SUPPLIES	0100	187.02
000000797	1/24/2018	SAN DIEGO ZOO GLOBAL	7TH GRADE FIELD TRIP	0100	710.00
000000798	1/24/2018	ECONOMY RESTAURANT EQUIPMENT/SUPPLY	CAFETERIA EQUIPMENT	1300	3,864.38
000000799	1/29/2018	EDUCATIONAL TESTING SERVICE	PRE ID LABELS ELPAC TESTING	0100	27.74
000000800	1/29/2018	PEARSON	PSYCHOLOGIST MATERIALS	0100	101.92

COMMERCIAL WARRANT REPORT
JANUARY 2018

Supplier ID	Supplier	Payment Date	Amount	Description
S01161	SUNRISE PRODUCE	1/4/2018	403.17	CAFETERIA PRODUCE
U00401	US FOODS	1/4/2018	3,103.89	CAFETERIA FOOD
000000007	CDW GOVERNMENT	1/5/2018	378.00	CHROME BOOK LICENSES
000000034	PAMELA HANSEN	1/5/2018	17.21	REIMB VAPA SUPPLIES
000000067	REPUBLIC SERVICES	1/5/2018	1,581.60	TRASH & RECYCLING SERVICE
000000070	MILLS COMMUNICATIONS	1/5/2018	275.00	PHONE SERVICE AGREEMENT
000000094	READY LINE FLEET SERVICE INC	1/5/2018	381.00	BUS INSPECTION
000000102	SOLIANT HEALTH, INC.	1/5/2018	1,292.50	SCHOOL OCCUPATIONAL THERAPIST
000000110	JULIE ROMERO	1/5/2018	348.70	REIMB TRAVEL & SUPPLIES
000000127	AURELIO AGUILAR	1/5/2018	240.00	LANDSCAPE SERVICES
000000141	NICOLE DEVINE	1/5/2018	179.12	REIMBURSE SPECIAL ED MILEAGE
000000154	ROTO-ROOTER SERVICE & PLUMBING	1/5/2018	875.00	CUSTODIAL REPAIR
000000156	HOUGHTON MIFFLIN HARCOURT	1/5/2018	282.51	SPECIAL ED MATERIALS
000000167	SITEONE LANDSCAPE SUPPLY	1/5/2018	210.84	CUSTODIAL SUPPLIES
000000177	GOPHER PATROL	1/5/2018	300.00	GOPHER CONTROL
A00148	ADAIR STRIPING, INC.	1/5/2018	350.00	SAFETY
B00345	BTAA	1/5/2018	10.00	FIELD TRIP (BALANCE DUE)
C00091	CA DEPARTMENT OF EDUCATION	1/5/2018	62.40	COMMODITY DELIVERY FEES
C00155	CALIFORNIA CENTER FOR THE ARTS	1/5/2018	328.00	FIELD TRIP
C00438	CITY OF ESCONDIDO	1/5/2018	1,223.68	WATER PAYMENT
C00544	COMM USA	1/5/2018	85.00	COMPUTER REPAIR
H00215	HAWTHORNE MACHINERY CO	1/5/2018	468.91	CUSTODIAL REPAIR
O00101	OFFICE DEPOT, INC.	1/5/2018	460.34	SUPPLIES
P00025	P&R PAPER SUPPLY COMPANY	1/5/2018	364.75	CAFETERIA SUPPLIES
S00130	SAN DIEGO COUNTY SUPERINTENDENT	1/5/2018	1,000.00	TEACHER INDUCTION
W00270	WELLS FARGO	1/5/2018	460.96	HARGRAVE CREDIT CARD PAYMENT
W00271	WELLS FARGO	1/5/2018	706.01	SIFUENTES CREDIT CARD PAYMENT
W00272	WELLS FARGO	1/5/2018	97.21	HANSEN CREDIT CARD PAYMENT
W00273	WELLS FARGO	1/5/2018	515.98	BURROUGHS CREDIT CARD PAYMENT
H00500	HOLLANDIA DAIRY	1/9/2018	1,024.90	MILK, JUICE, DAIRY PRODUCTS
P00995	PZA GUY, INC.	1/9/2018	847.50	CAFETERIA FOOD - PIZZA
A00620	ATKINSON, ANDELSON, LOYA, RUUD	1/11/2018	3,088.26	ATTORNEY SERVICES
W00275	WELLS FARGO	1/11/2018	1,032.42	BROWN CREDIT CARD PAYMENT
000000146	VEBA	1/19/2018	537.00	JULY RETIREE PAYMENT
S01080	STATE BOARD OF EQUALIZATION	1/19/2018	2.97	BUS FUEL TAX
000000102	SOLIANT HEALTH, INC.	1/22/2018	660.00	SCHOOL OCCUPATIONAL THERAPIST
000000129	JUNIOR LIBRARY GUILD	1/22/2018	291.14	LIBRARY BOOKS
000000157	DIMENSION DATA NORTH AMERICA	1/22/2018	17,300.73	UPDATE HARD WIRE TECHNOLOGY
000000162	ANA L HUI	1/22/2018	187.50	TRANSLATIONS
000000180	STEVEN BOSTROM, JR.	1/22/2018	36.10	REIMB SUPPLIES
000000188	SCOTTISH POTTER	1/22/2018	120.00	RED BARN ART CLASS
000000199	FAST KEYS AND LOCKS	1/22/2018	200.00	MAINTENANCE SUPPLIES
000000205	JUNIOR ACHIEVEMENT OF SAN DIEGO	1/22/2018	1,380.00	BIZ TOWN FIELD TRIP
000000210	JAY LAWSON	1/22/2018	247.50	ART DAY MUSIC
000000250	DELPHINE DOUILLET	1/22/2018	301.22	REIMB LIBRARY BOOK BAGS
C00091	CA DEPARTMENT OF EDUCATION	1/22/2018	52.00	COMMODITY DELIVERY FEE
F00095	FESTIVAL OF MUSIC	1/22/2018	100.00	CHOIR COMPETITION DEPOSIT
G00090	GANGEL, LISA	1/22/2018	27.96	VAPA SUPPLIES
S00195	SAN JOAQUIN COUNTY OFFICE	1/22/2018	36.75	SEIS INTEGRATION
000000102	SOLIANT HEALTH, INC.	1/23/2018	330.00	SCHOOL OCCUPATIONAL THERAPIST
000000167	SITEONE LANDSCAPE SUPPLY	1/23/2018	89.65	CUSTODIAL SUPPLIES
000000214	SAN DIEGO FREIGHTLINER	1/23/2018	361.44	BUS REPAIR
000000231	GOLD STAR FOODS, INC	1/23/2018	512.47	CAFETERIA SNACKS/FOOD

COMMERCIAL WARRANT REPORT

JANUARY 2018

C00260	CANON FINANCIAL SERVICES	1/23/2018	1,569.24 COPIER LEASE AND USUAGE
C00370	CHEVRON USA INC.	1/23/2018	71.44 VAN FUEL
G00070	GALASSO'S BAKERY	1/23/2018	35.40 BAKERY SERVICE
H00530	HOME DEPOT	1/23/2018	13.33 CUSTODIAL SUPPLIES
J00500	JW PEPPER & SON, INC.	1/23/2018	337.05 VAPA SUPPLIES
O00101	OFFICE DEPOT, INC.	1/23/2018	952.61 SUPPLIES
R00100	RADY CHILDREN'S HOSPITAL-	1/23/2018	423.00 SCHOOL NURSE SUPERVISOR
R00300	REVOLVING CASH FUND	1/23/2018	532.13 REIMB REVOLVING CASH
S00130	SAN DIEGO COUNTY SUPERINTENDENT	1/23/2018	195.00 REGISTRATION FEES
S00140	SAN DIEGO GAS & ELECTRIC	1/23/2018	9,044.33 GAS & ELECTRIC SERVICE
S01169	SUPREME OIL COMPANY	1/23/2018	1,422.22 BUS FUEL
W00200	WAXIE SANITARY SUPPLY	1/23/2018	1,039.19 CUSTODIAL SUPPLIES
0000000070	MILLS COMMUNICATIONS	1/25/2018	275.00 PHONE SERVICE AGREEMENT
C00438	CITY OF ESCONDIDO	1/25/2018	1,134.26 WATER PAYMENT
G00383	GREGG PROVENCAL SERVICE	1/25/2018	770.27 MAINTENANCE REPAIR
H00650	HOUGHTON MIFFLIN CO.	1/25/2018	63,837.24 CURRICULUM
S00770	SIMPLEXGRINNELL	1/25/2018	4,092.46 MAINTENANCE REPAIR
S01090	STATE WATER RESOURCES	1/25/2018	1,400.00 ANNUAL PERMIT FEE
U00280	UNITED PARCEL SERVICE	1/25/2018	34.21 POSTAGE
A00600	AT&T	1/26/2018	400.84 TELEPHONE/LONG DISTANCE SERVICE
C00091	CA DEPARTMENT OF EDUCATION	1/26/2018	93.99 COMMODITY PROCESSING FEE
O00101	OFFICE DEPOT, INC.	1/26/2018	504.87 SUPPLIES
P00109	PACWEST AIR FILTER	1/26/2018	737.26 MAINTENANCE SUPPLIES
A00620	ATKINSON, ANDELSON, LOYA, RUUD	1/30/2018	3,415.00 ATTORNEY SERVICES
0000000034	PAMELA HANSEN	1/31/2018	58.50 REIMB STUDENT AWARDS
0000000252	MARIA GAMEZ	1/31/2018	160.00 REIMB 6TH GR CAMP (NOT ATTENDING)
J00500	JW PEPPER & SON, INC.	1/31/2018	31.36 VAPA SUPPLIES
P00025	P&R PAPER SUPPLY COMPANY	1/31/2018	270.91 CAFETERIA SUPPLIES
P00995	PZA GUY, INC.	1/31/2018	1,137.75 CAFETERIA FOOD - PIZZA
S01161	SUNRISE PRODUCE	1/31/2018	1,063.93 CAFETERIA PRODUCE
U00401	US FOODS	1/31/2018	4,620.98 CAFETERIA FOOD

**SAN PASQUAL UNION SCHOOL DISTRICT
DONATIONS
FOR THE MONTH OF JANUARY 2018**

<u>Organization/General Public</u>	<u>Donation</u>	<u>Purpose</u>
PTO	\$1,000.00	VAPA



Prepared For	SAN PASQUAL UNION SCHOOL SHANNON L HARGRAVE
Account Number	
Statement Closing Date	12/25/17
Days in Billing Cycle	32
Next Statement Date	01/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$15,250
Available Credit	\$14,789

Payment Information

New Balance	\$460.96
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	01/16/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$879.68
Credits	-	\$0.00
Payments	-	\$879.68
Purchases & Other Charges	+	\$460.96
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$460.96

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.000%	.03013%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.240%	.06915%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

TOTAL *FINANCE CHARGE* BILLED IN 2017 \$3.90

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
11/28	11/28	2469216AD2XD2BKZH	SOUTHWES 5268788623645800-435-9792 TX		197.98
		02/16/18	READ SMITH/KIM		
		1 WN S	SAN DIEGO SAN JOSE		

See reverse side for important information.



Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
11/28	11/28	2469216AD2XD2BKZT 02/16/18	SAN JOSE SAN DIEGO SOUTHWES 5268788623646800-435-9792 TX HARGRAVE/SHANNON		197.98
		1 WN S	SAN DIEGO SAN JOSE		
		2 WN S	SAN JOSE SAN DIEGO		
12/01	12/01	2449215AGS0MPLDRO	PAYPAL *CALMUSICED 402-935-7733 CA		65.00
12/08	12/08	7485620AR0A9QNDPG	Branch Payment - Check	879.68	

Wells Fargo News

EFFECTIVE IMMEDIATELY, THE ADDRESS YOU'VE BEEN SENDING YOUR PAYMENT TO HAS CHANGED. PLEASE SEND ALL FUTURE PAYMENTS TO:
PAYMENT REMITTANCE CENTER PO BOX 77033 MINNEAPOLIS, MN 55480-7733
IN ORDER TO ENSURE ON TIME PAYMENTS, YOU MUST USE THIS ADDRESS FOR ALL FUTURE PAYMENTS.

Remember there are no foreign transaction fees when you make international purchases or use your card for purchases while travelling outside of the U.S. With your Wells Fargo Business Card, you can take your business anywhere around the world and have the confidence you'll get:

- No foreign transaction fees on your purchases
- Enhanced security with chip card technology

"No foreign transaction fees" applies to business credit cards issued by Wells Fargo and this account in particular. For information on other Wells Fargo credit and debit cards, please see your account agreement or visit wells Fargo.com.

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Prepared For	SAN PASQUAL UNION SCHOOL RAYMUNDO SIFUENTES
Account Number	
Statement Closing Date	12/25/17
Days in Billing Cycle	32
Next Statement Date	01/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$3,000
Available Credit	\$2,293

Payment Information

New Balance	\$706.01
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	01/16/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$450.43
Credits	-	\$0.00
Payments	-	\$450.43
Purchases & Other Charges	+	\$706.01
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$706.01

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.490%	.03147%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.240%	.06915%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

TOTAL *FINANCE CHARGE* BILLED IN 2017 \$5.37

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
11/29	11/29	2460316AE0FVNNV0H	SIGN POST STUDIO ESCONDIDO CA		80.84
12/06	12/06	2444500AM8PSV0PVM	LITTLE CAESARS 1658 0002 ESCONDIDO CA		37.72
12/08	12/08	7485620AR0A9QNDR2	Branch Payment - Check	450.43	

See reverse side for important information.



Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
12/14	12/14	2405523AW2E07ER7M	AMCO 718-388-8668 NY		275.40
12/15	12/15	2444500AY5SDV0VZZ	AUTOZONE #5650 ESCONDIDO CA		9.14
12/16	12/16	2443106AY2DJSA57K	AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA		107.17
12/20	12/20	2443106B2RALQQG0M	SUNBELT RENTALS #396 ESCONDIDO CA		195.74

Wells Fargo News

EFFECTIVE IMMEDIATELY, THE ADDRESS YOU'VE BEEN SENDING YOUR PAYMENT TO HAS CHANGED. PLEASE SEND ALL FUTURE PAYMENTS TO:

PAYMENT REMITTANCE CENTER PO BOX 77033 MINNEAPOLIS, MN 55480-7733

IN ORDER TO ENSURE ON TIME PAYMENTS, YOU MUST USE THIS ADDRESS FOR ALL FUTURE PAYMENTS.

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- No foreign transaction fees on your purchases
- Enhanced security with chip card technology

"No foreign transaction fees" applies to business credit cards issued by Wells Fargo and this account in particular. For information on other Wells Fargo credit and debit cards, please see your account agreement or visit wells Fargo.com.

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Prepared For	SAN PASQUAL UNION SCHOOL PAMELA HANSEN
Account Number	
Statement Closing Date	12/25/17
Days in Billing Cycle	32
Next Statement Date	01/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$1,000
Available Credit	\$902

Payment Information

New Balance	\$97.21
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	01/16/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$524.34
Credits	-	\$0.00
Payments	-	\$524.34
Purchases & Other Charges	+	\$97.21
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$97.21

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.000%	.03013%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.240%	.06915%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

TOTAL *FINANCE CHARGE* BILLED IN 2017 \$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
12/01	12/01	2449398AF2DL4JL7N	ACE PARKING 1150 SAN DIEGO CA		15.00
12/06	12/06	2443106AMWQ1JP7N4	ALBERTSONS 4713 ESCONDIDO CA		39.11

See reverse side for important information.



Transaction Details

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
12/08	12/08	7485620AR0A9QNDS3	Branch Payment - Check	524.34	
12/13	12/13	2412942AW2X48NW4X	MAJOR MARKET ESCONDIDO CA		43.10

Wells Fargo News

EFFECTIVE IMMEDIATELY, THE ADDRESS YOU'VE BEEN SENDING YOUR PAYMENT TO HAS CHANGED.
PLEASE SEND ALL FUTURE PAYMENTS TO:

PAYMENT REMITTANCE CENTER PO BOX 77033 MINNEAPOLIS, MN 55480-7733

IN ORDER TO ENSURE ON TIME PAYMENTS, YOU MUST USE THIS ADDRESS FOR ALL FUTURE PAYMENTS.

Remember there are no foreign transaction fees when you make international purchases or use your card for purchases while travelling outside of the U.S. With your Wells Fargo Business Card, you can take your business anywhere around the world and have the confidence you'll get:

- No foreign transaction fees on your purchases
- Enhanced security with chip card technology

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Prepared For	SAN PASQUAL UNION SCHOOL MR MARK BURROUGHS
Account Number	
Statement Closing Date	12/25/17
Days in Billing Cycle	32
Next Statement Date	01/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$1,000
Available Credit	\$484

Payment Information

New Balance	\$515.98
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	01/16/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Purchases & Other Charges	+	\$515.98
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$515.98

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.000%	.03013%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.240%	.06915%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

TOTAL *FINANCE CHARGE* BILLED IN 2017 \$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
12/02	12/02	2422443AJ2Y3Z8FNV	AYRES HOTEL AND SU COSTA MESA CA		136.10
12/05	12/05	2478930AL5ZV8YP20	ABM ONSITE SKYVIEW CTR 48 LOS ANGELES CA		35.10
12/06	12/06	2423168AM11J0LWYZ	SHERATON GATEWAY LOS ANG LOS ANGELES CA		344.78

See reverse side for important information.

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Prepared For	SAN PASQUAL UNION SCHOOL RHONDA M BROWN
Account Number	
Statement Closing Date	12/25/17
Days in Billing Cycle	32
Next Statement Date	01/23/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$15,250
Available Credit	\$14,217

Payment Information

New Balance	\$1,032.42
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	01/16/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$3,001.61
Credits	-	\$0.00
Payments	-	\$3,001.61
Purchases & Other Charges	+	\$1,032.42
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,032.42

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.490%	.03147%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.240%	.06915%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

TOTAL *FINANCE CHARGE* BILLED IN 2017 \$45.85

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
11/28	11/28	2490641AQ1Q5HFG0Q	CTC*CONSTANTCONTACT.COM 855-2295506 MA		420.00
12/01	12/01	2443106AF2DYK3X80	AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA		75.32
12/01	12/01	2455536AG47KPY8YG	CORDIANO WINERY 760-4699463 CA		352.80

See reverse side for important information.



Transaction Details

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
12/06	12/06	2469216AL2XVWBPMG	Amazon.com AMZN.COM/BILL WA		98.30
12/08	12/08	7485620AR0A9QNDPA	Branch Payment - Check	3,001.61	
12/15	12/15	2469216AX2XQHG36G	Amazon.com AMZN.COM/BILL WA		86.00

Wells Fargo News

EFFECTIVE IMMEDIATELY, THE ADDRESS YOU'VE BEEN SENDING YOUR PAYMENT TO HAS CHANGED. PLEASE SEND ALL FUTURE PAYMENTS TO:

PAYMENT REMITTANCE CENTER PO BOX 77033 MINNEAPOLIS, MN 55480-7733

IN ORDER TO ENSURE ON TIME PAYMENTS, YOU MUST USE THIS ADDRESS FOR ALL FUTURE PAYMENTS.

Remember there are no foreign transaction fees when you make international purchases or use your card for purchases while travelling outside of the U.S. With your Wells Fargo Business Card, you can take your business anywhere around the world and have the confidence you'll get:

- No foreign transaction fees on your purchases
- Enhanced security with chip card technology

"No foreign transaction fees" applies to business credit cards issued by Wells Fargo and this account in particular. For information on other Wells Fargo credit and debit cards, please see your account agreement or visit wells Fargo.com.

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SAN PASQUAL UNION SCHOOL DISTRICT
Williams Settlement Legislation
Quarterly Report Summary

Quarterly Uniform Complaint Report Summary

District Name: San Pasqual Union School District

Quarter covered by this report: October – December ‘17

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

Shannon Hargrave, Superintendent

Quarterly Report of Chief Financial Officer Regarding Disclosure of District Investments ENDING DECEMBER 2017

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ending, the funds of the San Pasqual Union School District were invested as provided below and shown in detail on the attached exhibits. This portfolio complies with the current statement of investment policy.

Exhibit A

Local Agency Investment Fund (LAIF)	\$0.00
FDIC-Insured Accounts in Banks and Savings and Loan Assoc.	\$0.00
San Diego County Treasury Investment Pool	
General Fund	\$1,189,193.02
Revolving Cash.....	\$1,000.00
Cafeteria Fund	\$31,163.21
Deferred Maintenance	\$334,150.25
Special Reserve Other than Cap Outlay	\$222,762.35
Capital Facilities	\$315,644.07
Special Reserve Capital Outlay Project.....	\$268,450.87
Other Enterprise Fund (Preschool/Kids Club)....	\$351,767.27
 Total.....	 \$2,714,131.04

Exhibit B

Securities, Investments and Funds \$25,000 or greater (Other than those shown in Exhibit A).....	\$0.00
 TOTAL	 \$2,714,131.04

I, Shannon Hargrave, Superintendent of the San Pasqual Union School District, hereby certify that the information contained in this report is accurate and correct to the best of my knowledge.

Shannon Hargrave, Superintendent

Date



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between San Pasqual Union School District (“Client”) and the law firm of Fagen Friedman & Fulfroast LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective November 14, 2017 through June 30, 2018:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate,

parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

7. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

14. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

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

San Pasqual Union School District

Fagen Friedman & Fulfroost LLP

Shannon Hargrave, Superintendent/ Principal



Chris Keeler, Managing Partner

DATE: _____

DATE: October 23, 2017



PROFESSIONAL RATE SCHEDULE

San Pasqual Union School District
November 14, 2017 through June 30, 2018

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$195 - \$225 per hour
Partner	\$240 - \$275 per hour
Of-Counsel	\$275 per hour
Paralegal/Law Clerk	\$115 - \$145 per hour
Paralegal/Law Clerk <i>(Bar Admitted Outside CA)</i>	\$185 per hour
Education Consultant	\$165 per hour
Communication Services Consultant	\$225 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

2017-2018 San Diego County Nonpublic Master Contract

*Annual
contracts
Vista Hill is going
provide
Kameron a
letter*

Directions:

- Main document is the Agency or Room & Board Contract.
- Complete a Room & Board as appropriate.



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

**San Diego County Nonpublic Master Contract
Main Document
2017-2018**

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Pasqual Union School

Nonpublic: Vista Hill

2017-2018
Nonpublic
Master Contract
Main Document



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

**San Diego County Nonpublic Master Contract
Main Document**

2017-2018

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**San Diego County Nonpublic Master Contract
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2017-2018

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**San Diego County Nonpublic Master Contract
Main Document**

2017-2018

**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2017-18

This Master Contract is made and entered into

this 1st day of January, 2018 between the

San Pasqual Union School, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Vista Hill
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2017-2018

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

**San Diego County Nonpublic Master Contract
Main Document**

2017-2018

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from January 1, 20 18 to June 12, 20 18.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Shannon Hargrave/Superintendent
Name/Title

San Pasqual Union School
Local Education Agency

15305 Rockwood Road
Address

Escondido CA 92027
City State Zip

(760) 745-4931
Phone

(760) 745-2473
Facsimile

shannon.hargrave@sanpasqualunion.net
Email Address

Notices to the CONTRACTOR shall be addressed to:

Robert Dean/CEO
Name/Title

Vista Hill
Nonpublic School

8910 Clairemont Mesa Blvd.
Address

San Diego CA 92123
City State Zip

(858) 514-5100
Phone

(858) 514-5190
Facsimile

rdean@vistahill.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

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Appendix B: Agencies



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

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Appendix B: Agencies

CONTRACT YEAR 2017-18

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

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health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Vista Hill

The CONTRACTOR NUMBER: 1A-37-148

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____

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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	\$108	Up to 15 hours
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____

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Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Robert Dean

DATE: 1/26/18

Authorized Representative Signature

Robert Dean/CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

DATE: _____

Authorized Representative Signature

Jaime Tate-Symons/Senior Director
(Type) Name and Title

LEA

Local Educational Agency

DATE: _____

Authorized Representative Signature

Shannon Hargrave/Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

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c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services,

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for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

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2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. **Individual Student Assessments**

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

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SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

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b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

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d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

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4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on January 1, 2018 and terminates at 5:00 p.m. on June 12, 2018 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Robert Dean
Authorized Representative Signature

DATE: 1/26/18

Robert Dean/CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Jaime Tate-Symons/Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Shannon Hargrave/Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____