

# 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, November 14, 2017 at San Pasqual Union School**  
**5:30 p.m. Regular Session**

#### **I. CLOSED SESSION (4:45pm)**

- A. Conference with Legal Counsel re: Potential Litigation (GC – 54956.9)
- B. Negotiations (GC§54957.6)
- C. Personnel (GC54957(b))

#### **II. CALL TO ORDER**

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

#### **III. OPEN SESSION**

- A. Welcome to guests 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. SPUSD Sunshine Articles for 2017-2018 School Year: The District opens Article 12, Reassignment Procedures and Article 13, leaves.
- D. APPROVAL OF AGENDA AND MINUTES: Current agenda and minutes of the 10/10/17 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** \_\_\_\_\_

**E. Report of Action taken in Closed Session**

*Action* \_\_\_\_\_

*Motion By* \_\_\_\_\_ *Seconded by* \_\_\_\_\_ *Vote* \_\_\_\_\_

**F. Curriculum Report: Safari Park Presentation**

**G. California School Dashboard Self-Reflection to measure progress on the local performance indicators – Shannon Hargrave**

**H. Financial Report - Rhonda Brown**

**I. SUPERINTENDENT/PRINCIPAL REPORT**

**IV. ACTION/DISCUSSION**

**J. POLICY MANUAL CHANGES:** First Reading of recommended changes to the District Policy Manual as recommended by the California School Board Association. These changes (including technical revisions) and corrections. This document is available by request in the district office during regular business hours.

**V. CONSENT AGENDA**

**K. FINANCIAL REPORTS:** Collection advice, revolving cash, purchase orders, donations, credit card expenditures, commercial warrants, Uniform Complaint Quarterly (Williams), and quarterly financial disclosure.

**L. SPECIAL SERVICES AGREEMENT:** Approval for the District to retain and engage the law firm of Atkinson, Andelson, Loya, Ruud & Romo to perform legal services on the District's behalf for the 2017-2018 school year.

**M. MOU:** Agreement between the San Diego Unified School District Mental Health Systems and Local Education agencies in San Diego County (Therapeutic STEPS program)

**N. PERSONNEL:**

1. Hire of Preschool Teacher : Kayla Kaiser

**O. ANNUAL ORGANIZATIONAL MEETING:** Organizational meeting of the Governing Board will take place December 12, 2017 per EC§35143 and 72000(2).

*Action* \_\_\_\_\_

*Motion By* \_\_\_\_\_ *Seconded by* \_\_\_\_\_ *Vote* \_\_\_\_\_

## **VI. BOARD COMMENTS AND DATES**

### **P. Comments by Trustees**

## **ADJOURNMENT OF REGULAR SESSION NEXT MEETING: December 12, 2017**

### IMPORTANT DATES:

11/16	SOAR Assembly, Dine out Chipotle
11/17	End of 1st Trimester
11/20-11/24	Thanksgiving Break
11/30	CSBA Conference and Golden Bell Reception
12/7-12/9	PTO Holiday Boutique
12/9	PTO Pancakes with Santa
12/12	School Board Meeting, Foundation Meeting
12/13	Winter Program at CCAE
12/18-1/1	Winter Break

Separate attachments available by request at the District office. San Pasqual Union provides appropriate disability accommodations. Any person who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

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Website: [www.sanpasqualunion.net](http://www.sanpasqualunion.net)

## BOARD OF EDUCATION MINUTES

Tuesday, October 10, 2017 at San Pasqual Union School

### Closed Session (5:00)

- Conference with the district negotiator Superintendent Shannon Hargrave regarding negotiations
- Personnel –appointments, transfers, resignations and/ or reassignments.
- No Board action was taken in Closed Session

### Regular Session

- Regular meeting called to order at 5:30 p.m. All members present except Member Baker. Superintendent Hargrave and recording secretary, Pamela Hansen were also present.
- Public was welcomed and the flag salute was recited.
- Public Hearing: Carrie Bronson addressed the board over her concern on teachers needing to spend their own money to supplement curriculum and is hopeful for an adoption this year.
- Member Hersey moved to approve the agenda and minutes Member Spivey seconded the motion. Motion passed 4/0.
- Christi Knight, Senior Policy Advisor for Supervisor Gaspar, Chuck Matthews, Director, North County Regions, Health, and Human Services Agency, and Melissa Roberts from SDCOE presented San Pasqual Union with Live Well San Diego Proclamation partnering with each other to build better, healthy habits for our students.
- Curriculum Report: Kim Read-Smith gave an update of the Red Barn Arts (RBA) VAPA program.
  - SDCOE came to SPU to train our Art Docents on creating standards based art lessons for all grade levels
  - ○ CCEA presented giving docents information about CCAE / SPU current partnership
  - SPU was one of the first districts with a Strategic Art Plan
  - Kim meets with VAPA Steering Committee ~~that meets~~ 4 times a year ~~and has~~ 15 members. *15 member* *retired SPU teacher*
  - Teri McDonald, *15 member* *retired SPU teacher* will be a teacher liaison to assist docents in creating standards based lessons
  - RBA will be presenting at the Mega Art Conference 10/12/2017.
  - Choir has grown from 19 students (1 boy) in 2009 – to 60 students (21 boys) currently.
  - Choir has been invited back to sing at the KUSI “Song of the Holiday” on 12/1
  - Choir will attend the CCAE tree lighting on 12/2
  - SPU will have its 2<sup>nd</sup> Annual Winter Concert at CCAE 12/13

- Presentation from Mark Burroughs on the new Google based Employee Handbook (SPortal)
- Financial Report from Rhonda Brown:
  - SPU has ordered a new postage machine that will cost less money
  - SPU has received a SRSA grant that will provide \$44,000 to be able to carry out activities authorized under federal programs Title I, II, and III. More information to be released before the November meeting. Rhonda will provide an update 11/14/17
  - Title I funding increase from \$38,000 in 16-17 to \$110,000 in 17 – 18 school year.
  - MOE will provide a resolution from the SDCOE implementation of PeopleSoft with a refund of \$8,816 to SPU.
- CAASPP update:
  - Both the state and the county have flatlined
  - SPU saw improvements in 5<sup>th</sup> ELA, 6<sup>th</sup> Math and 8<sup>th</sup> Math cohorts
  - Met or exceeded ELA: State: 48.56%, County 55.67%, SPU 64.52%
  - Met or exceeded Math: State: 37.56%, County 43.56%, SPU 52.81%
  - Out of 42 districts: SPU ranks 17<sup>th</sup> in ELA and 12<sup>th</sup> in Math

### **Superintendent Report**

- SDCOE Approved our 2017-2018 Budget and will be re-evaluated at the First Interim.
- SDCOE completed its review of the 2016-2017 Unaudited Actuals Financial Report and has verified it for accuracy.
- Senator Joel Anderson has invited leaders in the community to a meeting regarding the next legislative session to hear perspectives and ideas on issues.
- Technology Plan: We met with a team from SDCOE to address educational aspects and most importantly system concerns:
  1. Order infrastructure using ERATE funds, cost to us approx \$20,000 (50% discount)
  2. Install infrastructure in November (17-18 school year)
  3. November 2018, nearly 350 of our chromebooks will not be supported by Google. It creates functionality problems and security issues to our network.
  4. Apply for ERATE funds for upgrading the wireless technology
  5. Upon ERATE approval next year, order and install updated wireless technology (18-19 school year)
  6. Testing for analysis for data...functionality of the devices
  7. Research and devise a plan to order replacement chromebooks. We have been hoping to go 1:1 but with this set-up back we may only be able to afford to replace.
  8. Formal technology plan to board for approval

### **Action / Discussion Items**

Second reading of recommended changes to the BP 6161.1 to allow 4th-8<sup>th</sup> graders to watch PG movies with prior approval.

Member Hersey moved to approve the Action / Discussion Items. Member Spivey seconded the motion.

Motion passed 4/0.

### **Consent Agenda**

Member Spivey moved to approve the consent agenda. Member Hersey seconded the motion.

Motion passed 4/0.

Motion by Member Jackson motioned to reconsider approval of Consent Agenda K due to the incorrect date. The change made from “June and July” to the correct date of September. Member Hersey moved to approve. Member Spivey seconded the motion. Motion passed 4/0.

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

**Comments by Trustees:**

Member Heidemann: Pleased with the Arts Program and feels it shows a lot of pride in SPU. He also believes it is an excellent feeder program into San Pasqual High School.

Member Hersey: Concerned about teacher spending their own funds to supplement and would like to encourage a process be put in place to support both staff and students. Impressed buy our spectacular Arts Program. Appreciate all of Lindsay Buck’s hard work during testing. Hersey is disappointed about the outlook of the chromebooks.

Member Spivey: Looking forward to Harvest night. Is very happy about the atmosphere at SPU, and is impressed with the fact that his daughter is improving and actually likes math. Spivey suggested looking into leasing technology instead of purchasing next time, or to consider asking the foundation about funding. Kim and the VAPA department deserve a lot of credit.

Member Jackson: Agrees with all the other board members.

**Regular meeting adjourned at 6:50**

Next meeting 11/14/17 5:00pm Closed session

**SAN PASQUAL UNION SCHOOL DISTRICT  
COLLECTION ADVICE  
FOR THE MONTH OF OCTOBER 2017**

**INCOME:**

Ragsdale-Donation	\$200.00
Hamilton-Library Books	\$390.00
Ranch Vistamonte Facility Use	\$30.00
Total	\$620.00

**REIMBURSEMENT:**

Lunch	\$7,581.95
Snacks	\$350.50
School Nutrition-State May/June '17 Adjustment	\$64.86
Field Trip-Kind	\$378.00
Field Trip-3rd	\$585.00
Field Trip-6th	\$476.00
Field Trip-6th grade camp	\$320.00
Library Books-lost/damaged	\$53.12
Preschool Tuition-Oct '17	\$14,870.00
Preschool Lunches	\$126.75
Preschool Field Trip	\$480.00
Kids Club Tuition-Oct '17	<u>\$16,330.00</u>
Total	\$41,616.18
<b>GRAND TOTAL</b>	<u><b>\$42,236.18</b></u>

**SAN PASQUAL UNION SCHOOL DISTRICT  
MONTHLY LIST OF REVOLVING CASH FUND PAYMENT  
FOR OCTOBER 2017**

<u>CHECK #</u>	<u>DATE</u>	<u>PAYEE/ACCOUNT#</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
989	10/05/17	Tanya Armenakis 0100 9010000 1110 1000 4300056 000	Referee-Sports Program	45.00
990	10/05/17	Sheril Ladiero 0100 9010000 1110 1000 4300056 000	Referee-Sports Program	35.00

**General Fund**

0100 9010000 1110 1000 4300056 000

80.00

**TOTAL REVOLVING CASH PAYMENT \$80.00**

**CERTIFICATION OF APPROVAL OF REVOLVING CASH FUND PAYMENTS**

I hereby certify that the Governing Board in its meeting November 14, 2017 approved the list of  
Revolving Cash Fund Payments for the month of OCTOBER 2017.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Hargrave, District Superintendent



PURCHASE ORDER REPORT  
OCTOBER 2017

PO No.	PO Date	Supplier	Description	Fund	Amount
0000000762	10/3/2017	DELL MARKETING L.P.	LAP TOP	0100	1,648.77
0000000763	10/3/2017	DELL MARKETING L.P.	LAP TOPS	0100	8,240.15
0000000764	10/4/2017	AUDIOMETRICS	CALIBRATE HEARING EQUIPMENT	0100	145.00
0000000765	10/4/2017	PEARSON	SPECIAL ED MATERIALS	0100	119.60
0000000766	10/4/2017	VIRCO	TABLE STORAGE CARTS	0100	876.72
0000000767	10/6/2017	DICK BLICK ART MATERIALS	RED BARN ART SUPPLIES	0100	154.71
0000000768	10/9/2017	COMM USA	COMMUNICATION BATTERIES	0100	128.68
0000000769	10/10/2017	PEACHTREE PUBLISHING	LIBRARY BOOKS	0100	323.52
0000000770	10/11/2017	DIMENSION DATA NORTH AMERICA	E-RATE EQUIPMENT	0100	18,599.99
0000000771	10/11/2017	JULIAN MINING COMPANY	4TH GRADE FIELD TRIP	0100	914.50
0000000772	10/17/2017	ECONOMY RESTAURANT EQUIPMENT & SUPPLY CO	CAFETERIA EQUIPMENT	1300	3,551.18
0000000773	10/17/2017	MI TECHNOLOGIES, INC	PROJECTOR LAMP	0100	104.52
0000000774	10/19/2017	HOUGHTON MIFFLIN CO.	LIBRARY BOOKS	0100	386.52
0000000776	10/23/2017	ROYNON MUSEUM OF PALEONTOLOGY	FIELD TRIP	0100	1,180.00
0000000777	10/24/2017	VIRCO	CLASSROOM FURNITURE	0100	369.28
0000000778	10/24/2017	SAN DIEGO COUNTY SUPERINTENDENT	REGISTRATION FEES	0100	130.00
0000000779	10/30/2017	JUNIOR LIBRARY GUILD	LIBRARY BOOKS	0100	291.14

COMMERCIAL WARRANT REPORT  
OCTOBER 2017

Supplier ID	Supplier	Payment Date	Amount	Description
000000072	SAN DIEGO ARCHAEOLOGICAL CENTER	10/3/2017	490.00	FIELD TRIP
000000231	GOLD STAR FOODS, INC	10/3/2017	630.51	CAFETERIA SNACKS
A00600	AT&T	10/3/2017	1,130.72	TELEPHONE/LONG DISTANCE SERVICE
P00025	P&R PAPER SUPPLY COMPANY	10/3/2017	354.08	CAFETERIA SUPPLIES
U00401	US FOODS	10/3/2017	4,273.92	CAFETERIA FOOD
000000102	SOLIANT HEALTH, INC.	10/9/2017	2,035.00	SCHOOL OCCUPATIONAL THERAPIST
W00270	WELLS FARGO	10/10/2017	192.11	HARGRAVE CREDIT CARD PAYMENT
W00271	WELLS FARGO	10/10/2017	695.79	SIFUENTES CREDIT CARD PAYMENT
000000099	ERIN O'CARROLL	10/11/2017	318.06	REIMB RED BARN ARTS
000000133	PINERY CHRISTMAS TREES	10/12/2017	320.00	PRE-SCHOOL FIELD TRIP
000000186	JULIAN MINING COMPANY	10/12/2017	182.90	4TH GRADE FIELD TRIP
000000175	PILOT PAINTING & CONSTRUCTION	10/13/2017	19,193.00	COMMERCIAL EXTERIOR PAINTING
000000238	ARTISTIC SOLUTIONS LANDSCAPING	10/13/2017	2,025.00	CUSTODIAL SERVICES
P00995	PZA GUY, INC.	10/13/2017	1,342.75	CAFETERIA FOOD - PIZZA
S00750	SHURLOCK FENCE CO.	10/13/2017	1,425.00	FENCING
W00275	WELLS FARGO	10/13/2017	5,156.05	BROWN CREDIT CARD PAYMENT
000000005	GINNY PRIEST	10/19/2017	102.67	REIMB SCIENCE & TPT SUPPLIES
000000067	REPUBLIC SERVICES	10/19/2017	961.62	TRASH & RECYCLING SERVICE
000000122	EXPRESS PIPE & SUPPLY CO, INC	10/19/2017	93.20	MAINTENANCE REPAIR
000000141	NICOLE DEVINE	10/19/2017	199.02	REIMBURSEMENT FOR MILEAGE
000000161	DAWN LENHOF	10/19/2017	15.00	REIMB PTP
000000162	ANA L HUI	10/19/2017	662.50	SPANISH TRANSLATIONS
000000167	SITEONE LANDSCAPE SUPPLY	10/19/2017	340.65	CUSTODIAL SUPPLIES
000000228	PAYSCHOOLS	10/19/2017	1,393.00	PAYSCHOOLS SOFTWARE
A00300	AMERICAN BATTERY SUPPLY	10/19/2017	111.67	CUSTODIAL SUPPLIES
C00091	CA DEPARTMENT OF EDUCATION	10/19/2017	59.80	COMMODITY DELIVERY FEE
C00260	CANON FINANCIAL SERVICES	10/19/2017	2,047.55	SERVICE/LEASE CONTRACT COPIER
C00430	CITY FIRE EQUIPMENT CO.	10/19/2017	450.00	FIRE EQUIPMENT INSPECTION
D00100	DEMCO, INC	10/19/2017	84.98	LIBRARY SUPPLIES
D00122	DICK BLICK ART MATERIALS	10/19/2017	631.93	RED BARN ART SUPPLIES
G00295	GRANGETTO'S FARM & GARDEN	10/19/2017	13.70	CUSTODIAL SUPPLIES
H00370	HI-WAY SAFETY, INC.	10/19/2017	79.50	SAFETY SUPPLIES
H00500	HOLLANDIA DAIRY	10/19/2017	1,552.07	DAIRY PRODUCTS
L00585	LOZANO SMITH, LLP	10/19/2017	312.00	ATTORNEY SERVICES
M00370	MIRACLE RECREATION EQUIP CO.	10/19/2017	1,343.21	KINDER PICNIC TABLES
O00101	OFFICE DEPOT, INC.	10/19/2017	769.39	SUPPLIES
P00213	PARKHOUSE TIRE, INC	10/19/2017	193.62	CUSTODIAL REPAIR
P00314	PEARSON	10/19/2017	119.60	SPECIAL ED MATERIALS
P00491	PITNEY BOWES/PURCHASE POWER	10/19/2017	250.97	POSTAGE
R00100	RADY CHILDREN'S HOSPITAL-	10/19/2017	564.00	SCHOOL NURSE CONSULTING
S00130	SAN DIEGO COUNTY SUPERINTENDENT	10/19/2017	75.00	WORKSHOP FEES
S00140	SAN DIEGO GAS & ELECTRIC	10/19/2017	18,684.11	GAS & ELECTRIC SERVICE
S00510	SCHOLASTIC INC.	10/19/2017	1,999.45	CURRICULUM MATERIALS
S00672	SEHI COMPUTER PRODUCTS, INC.	10/19/2017	135.45	PRINTER SUPPLIES
S01080	STATE BOARD OF EQUALIZATION	10/19/2017	2.97	FUEL TAX
S01082	STATE OF CALIFORNIA	10/19/2017	64.00	FINGER PRINTING FEES
000000071	CALVIN CHRISTIAN	10/20/2017	60.00	CROSS COUNTRY MEET
000000094	READY LINE FLEET SERVICE INC	10/20/2017	994.75	BUS MAINTENANCE & REPAIR
000000205	JUNIOR ACHIEVEMENT OF SAN DIEGO	10/20/2017	1,800.00	FIELD TRIP
H00530	HOME DEPOT	10/20/2017	1,217.45	SUPPLIES
S00770	SIMPLEXGRINNELL	10/20/2017	709.86	ALARM & DETECTION MONITORING
V00150	VIRCO	10/20/2017	876.72	TABLE CARTS

## COMMERCIAL WARRANT REPORT

OCTOBER 2017

W00200	WAXIE SANITARY SUPPLY	10/20/2017	1,262.22	CUSTODIAL SUPPLIES
0000000102	SOLIANT HEALTH, INC.	10/24/2017	1,471.25	SCHOOL OCCUPATIONAL THERAPIST
0000000127	AURELIO AGUILAR	10/24/2017	240.00	CUSTODIAL SERVICES
0000000239	RSTORIES	10/24/2017	150.00	FIELD TRIP
P00300	PAULEY EQUIPMENT CO, INC.	10/24/2017	14,115.25	MULE REPLACEMENT (INSURANCE)
R00300	REVOLVING CASH FUND	10/25/2017	450.50	REIMB REVOLVING CASH
S00750	SHURLOCK FENCE CO.	10/25/2017	700.00	SAFETY SUPPLIES
0000000070	MILLS COMMUNICATIONS	10/26/2017	275.00	PHONE SERVICE AGREEMENT
0000000073	JOANNE WANG	10/26/2017	50.02	REIMB CONFERENCE
0000000167	SITEONE LANDSCAPE SUPPLY	10/26/2017	21.56	CUSTODIAL SUPPLIES
0000000177	GOPHER PATROL	10/26/2017	300.00	GOPHER CONTROL
0000000237	PEACHTREE PUBLISHING	10/26/2017	314.95	LIBRARY BOOKS
A00600	AT&T	10/26/2017	1,458.99	TELEPHONE/LONG DISTANCE SERVICE
C00091	CA DEPARTMENT OF EDUCATION	10/26/2017	36.40	COMMODITY DELIVERY FEE
C00438	CITY OF ESCONDIDO	10/26/2017	1,208.12	WATER PAYMENT
C00544	COMM USA	10/26/2017	128.68	COMMUNICATION SUPPLIES
D00098	DELL MARKETING L.P.	10/26/2017	1,789.32	COMPUTERS
O00101	OFFICE DEPOT, INC.	10/26/2017	988.94	SUPPLIES
R00510	ROYNON MUSEUM OF PALEONTOLOGY	10/26/2017	1,180.00	FIELD TRIP
S00798	SMART & FINAL	10/26/2017	496.64	KIDS CLUB/PRESCHOOL SNACKS
S01169	SUPREME OIL COMPANY	10/26/2017	64.71	BUS FUEL
0000000154	ROTO-ROOTER SERVICE & PLUMBING	10/27/2017	675.85	CUSTODIAL OTHER SERVICES
C00370	CHEVRON USA INC.	10/27/2017	190.21	VAN FUEL
D00120	DIAMOND ENVIRONMENTAL SERVICES	10/27/2017	589.95	CUSTODIAL OTHER SERVICES
H00370	HI-WAY SAFETY, INC.	10/27/2017	123.31	SAFETY SUPPLIES
P00490	PITNEY BOWES CREDIT CORP.	10/27/2017	350.27	POSTAGE EQUIPMENT RENTAL
W00200	WAXIE SANITARY SUPPLY	10/27/2017	303.57	CUSTODIAL SUPPLIES
0000000102	SOLIANT HEALTH, INC.	10/30/2017	660.00	SCHOOL OCCUPATIONAL THERAPIST
A00148	ADAIR STRIPING, INC.	10/30/2017	1,075.00	SAFETY OTHER SERVICES

**SAN PASQUAL UNION SCHOOL DISTRICT  
DONATIONS  
FOR THE MONTH OF OCTOBER 2017**

<u>Organization/General Public</u>	<u>Donation</u>	<u>Purpose</u>
Hamilton Family	\$390.00	Library Books-Science
Radsdale Family	\$200.00	General



Prepared For	SAN PASQUAL UNION SCHOOL SHANNON L HARGRAVE
Account Number	
Statement Closing Date	09/25/17
Days in Billing Cycle	33
Next Statement Date	10/24/17

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 6426  
Carol Stream, IL 60197-6426

Credit Line	\$15,250
Available Credit	\$15,057

**Payment Information**

New Balance	\$192.11
<b>Current Payment Due (Minimum Payment)</b>	<b>\$25.00</b>
<b>Current Payment Due Date</b>	<b>10/16/17</b>

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		\$1,973.62
Credits	-	\$113.13
Payments	-	\$1,973.62
Purchases & Other Charges	+	\$305.24
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$192.11

**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	10.750%	.02945%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	24.990%	.06846%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

See reverse side for important information.



### Important Information

As part of our commitment to make things right, we have entered into a \$142 million class action settlement related to the opening of unauthorized accounts.

If you believe Wells Fargo opened a checking, savings, credit card or line of credit account for you without your permission, or if you purchased identity theft protection from us, you may be entitled to compensation from this fund.

To find out more, go to [www.WFSettlement.com](http://www.WFSettlement.com) or call 1-866-431-8549. You may be eligible for reimbursement of fees, compensation for potential impact on your credit, and an additional cash payment based on any money remaining in the fund after benefits and costs are paid out.

If you have specific questions about any of your accounts or services, please visit your Wells Fargo branch or call the toll-free number that appears on this statement. We realize you have a choice when it comes to banking. It is our privilege to be able to serve you.

0-35

### Transaction Details

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
08/22	08/24	24164077Q8NF9EL8D	VONS Store00023440 ESCONDIDO CA		29.23
08/23	08/24	24431067QWQ1J0D78	ALBERTSONS 4713 ESCONDIDO CA		65.41
08/25	08/25	24493987D104FVR3F	SUBMARINA ESCONDIDO CA		210.60
08/25	08/25	74892167D2X7ST4Y9	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	113.13	
09/09	09/09	74856207X0A9D1X52	Branch Payment - Check	1,973.62	

### Wells Fargo News

Now you have more choices when it comes to paying with your card. Mobile wallets make it easy to use your Wells Fargo Business Card at over 1 million merchants displaying the "contactless" symbol. Mobile wallets allow you to:

- Tap and pay without physically taking out a card
- Save time when making online purchases
- Control the security of your PIN and account number at point of purchase

Explore Mobile Wallet features and how to use them by going to <https://www.wellsfargo.com/mobile-payments/mobile-wallet-basics>



Prepared For	SAN PASQUAL UNION SCHOOL RAYMUNDO SIFUENTES
Account Number	
Statement Closing Date	09/25/17
Days in Billing Cycle	33
Next Statement Date	10/24/17

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 6426  
Carol Stream, IL 60197-6426

Credit Line	\$3,000
Available Credit	\$2,267

### Payment Information

New Balance	\$695.79
<b>Current Payment Due (Minimum Payment)</b>	<b>\$25.00</b>
<b>Current Payment Due Date</b>	<b>10/16/17</b>

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		\$188.87
Credits	-	\$0.00
Payments	-	\$188.87
Purchases & Other Charges	+	\$695.79
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$695.79

### 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	11.240%	.03079%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	24.990%	.08846%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

See reverse side for important information.



**Important Information**

As part of our commitment to make things right, we have entered into a \$142 million class action settlement related to the opening of unauthorized accounts.

If you believe Wells Fargo opened a checking, savings, credit card or line of credit account for you without your permission, or if you purchased identity theft protection from us, you may be entitled to compensation from this fund.

To find out more, go to [www.WFSettlement.com](http://www.WFSettlement.com) or call 1-866-431-8549. You may be eligible for reimbursement of fees, compensation for potential impact on your credit, and an additional cash payment based on any money remaining in the fund after benefits and costs are paid out.

If you have specific questions about any of your accounts or services, please visit your Wells Fargo branch or call the toll-free number that appears on this statement. We realize you have a choice when it comes to banking. It is our privilege to be able to serve you.

1-866-431-8549

**Transaction Details**

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
08/30	08/30	24445007K8PVPAPE6	LITTLE CAESARS 1658 0002 ESCONDIDO CA		37.72
09/06	09/06	24692167S2XEJRJN8	ESCONDIDO METAL SUPPLY ESCONDIDO CA		5.12
09/09	09/09	74856207X0A9D1XF4	Branch Payment - Check	188.87	
09/13	09/13	24055228105JS4NFD	PAULEY EQUIPMENT COMPANY ESCONDIDO CA		570.00
09/18	09/18	244921585S0XRG85Y	PGH WATER COOLER 412-487-7105 PA		82.95

**Wells Fargo News**

Now you have more choices when it comes to paying with your card. Mobile wallets make it easy to use your Wells Fargo Business Card at over 1 million merchants displaying the "contactless" symbol. Mobile wallets allow you to:

- Tap and pay without physically taking out a card
- Save time when making online purchases
- Control the security of your PIN and account number at point of purchase

Explore Mobile Wallet features and how to use them by going to <https://www.wellsfargo.com/mobile-payments/mobile-wallet-basics>





Prepared For	SAN PASQUAL UNION SCHOOL RHONDA M BROWN
Account Number	
Statement Closing Date	09/25/17
Days in Billing Cycle	33
Next Statement Date	10/24/17

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 6426  
Carol Stream, IL 60197-6426

Credit Line	\$15,250
Available Credit	\$10,050

**Payment Information**

New Balance	\$5,156.05
<b>Current Payment Due (Minimum Payment)</b>	<b>\$103.00</b>
<b>Current Payment Due Date</b>	<b>10/16/17</b>

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		\$7,319.89
Credits	-	\$74.48
Payments	-	\$7,319.89
Purchases & Other Charges	+	\$5,230.53
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$5,156.05

**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	11.240%	.03079%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	24.990%	.06846%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

See reverse side for important information.



**Important Information**

As part of our commitment to make things right, we have entered into a \$142 million class action settlement related to the opening of unauthorized accounts.

If you believe Wells Fargo opened a checking, savings, credit card or line of credit account for you without your permission, or if you purchased identity theft protection from us, you may be entitled to compensation from this fund.

To find out more, go to [www.WFSettlement.com](http://www.WFSettlement.com) or call 1-866-431-8549. You may be eligible for reimbursement of fees, compensation for potential impact on your credit, and an additional cash payment based on any money remaining in the fund after benefits and costs are paid out.

If you have specific questions about any of your accounts or services, please visit your Wells Fargo branch or call the toll-free number that appears on this statement. We realize you have a choice when it comes to banking. It is our privilege to be able to serve you.

1-866-431-8549

**Transaction Details**

& Item was transferred from lost/stolen account

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
08/24	08/24	24692167Q2XE8VG08	VERNIER SOFTWARE & TEC 503-277-2299 OR		1,717.94
08/29	08/29	24692167H2XNZTVEY	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		1,191.07
08/30	08/30	F5921007J000AP242	AN ADJUSTMENT TO YOUR ACCOUNT	42.00	
08/31	08/31	&F5921007N000IXFRL	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	32.48	
09/02	09/02	24692167M2XFKA8N0	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		11.80
09/06	09/06	24040687TS66HET1T	HILTON PALM SPRINGS PALM SPRINGS CA		175.40
09/06	09/06	24692167T2XTD47N8	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		770.00
09/08	09/08	24431087WKJ7262F8	FASTRAK CSC 415-486-8655 CA		25.00
09/09	09/09	24692167W2Y0Z7X83	SD ZOO FINANCE 619-231-1515 CA		142.23
09/09	09/09	74856207X0A9D1XDK	Branch Payment - Check	186.75	
09/09	09/09	74856207X0A9D1XFQ	Branch Payment - Check	7,133.14	
09/10	09/10	24761977Y610NL3W7	SCRIPPS SPELLING BEE 513-977-3822 OH		151.00
09/13	09/13	2469216802X7BFW1J	GIH*GLOBALINDUSTRIALEQ 800-645-2986 FL		567.90
09/14	09/14	244310681KJ73NSJE	FASTRAK CSC 415-486-8655 CA		25.00
09/19	09/19	2422443872ZXXT5RH	THERAPY SHOPPE 616-696-7441 MI		115.32
09/19	09/19	244921586S0YWP86W	SENSATIONALBRAIN 817-564-4564 MI		58.95
09/21	09/21	2469216882XT6VRMY	WWW.NEWEGG.COM 800-390-1119 CA		51.47
09/22	09/22	2469216892XEEVWXQ	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		59.06
09/22	09/22	2469216892X4RQX8N	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		73.44
09/24	09/24	24692168B2XGLS55F	LEARNING A-Z, LLC 866-889-3729 TX		94.95

**Wells Fargo News**

Now you have more choices when it comes to paying with your card. Mobile wallets make it easy to use your Wells Fargo Business Card at over 1 million merchants displaying the "contactless" symbol. Mobile wallets allow you to:

- Tap and pay without physically taking out a card
- Save time when making online purchases
- Control the security of your PIN and account number at point of purchase

Explore Mobile Wallet features and how to use them by going to

<https://www.wellsfargo.com/mobile-payments/mobile-wallet-basics>

**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: July – Sept '17

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

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Shannon Hargrave, Superintendent

# Quarterly Report of Chief Financial Officer Regarding Disclosure of District Investments ENDING SEPTEMBER 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 .....	\$941,404.32
Revolving Cash.....	\$1,000.00
Cafeteria Fund .....	\$46,935.69
Deferred Maintenance .....	\$318,830.78
Special Reserve Other than Cap Outlay ....	\$222,065.58
Capital Facilities .....	\$306,498.88
Special Reserve Capital Outlay Project.....	\$267,593.34
Other Enterprise Fund (Preschool/Kids Club)....	\$339,683.85
 Total.....	 \$2,444,012.44

## Exhibit B

Securities, Investments and Funds \$25,000 or greater (Other than those shown in Exhibit A).....	\$0.00
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**TOTAL .....** **\$2,444,012.44**

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 SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2017, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SAN PASQUAL UNION SCHOOL DISTRICT, hereinafter referred to as "District".

### **II. RECITALS; PURPOSE; MATTERS**

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

### **III. TERMS AND CONDITIONS**

A. The term of this Agreement shall be for one year, commencing July 1, 2017, through June 30, 2018. For the period July 1, 2017, through June 30, 2018, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$255.00
Partners/Senior Counsel	\$250.00
Senior Associates	\$240.00
Associates	\$240.00
Electronic Technology Litigation Specialist	\$240.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$165.00
Paralegals/Legal Assistants	\$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### IV. **SPECIALIZED LEGAL SERVICES**

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

#### V. **RELATED POST-INVESTIGATION SERVICES**

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the

District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

**VI. CONSENT TO JOINT REPRESENTATION**

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

**VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

**VIII. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,



conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

**IX. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

**X. DURATION**

This Agreement shall be effective July 1, 2017, through June 30, 2018, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

**XI. EXECUTION DATE**

This Agreement is entered into this 1st day of July, 2017.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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

By: \_\_\_\_\_  
GERALD A. CONRADI

“District”

SAN PASQUAL UNION SCHOOL DISTRICT

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

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



# San Diego Unified School District

Home Hospital and Transition Supports  
5465 El Cajon Blvd., B-4  
San Diego, CA 92115

November 2, 2017

Dear Superintendent,

Enclosed with this letter is the current Memorandum of Understanding (MOU) between the San Diego Unified School District (SDUSD), Mental Health Systems, El Dorado County Charter SELPA and Local Education Agencies in San Diego County. SDUSD Board approval received on September 26, 2017.

A separate signature page and self-addressed envelope are also enclosed. Please note that your signature does not automatically result in student placement. Students outside of San Diego Unified School District boundaries referred to STEPS are subject to review and approval prior to enrollment in the school portion of the program.

If you have questions or need additional information, please contact me at (858) 874-1144 or via email at [jhunt@sandi.net](mailto:jhunt@sandi.net).

Respectfully,

A handwritten signature in black ink, appearing to read "Jennifer Hunt", written over a horizontal line.

Jennifer Hunt,  
Vice-Principal  
Home Hospital and Transition Supports School

JH:es

Enclosures (2)

**AGREEMENT BETWEEN THE  
SAN DIEGO UNIFIED SCHOOL DISTRICT,  
MENTAL HEALTH SYSTEMS, AND LOCAL EDUCATION AGENCIES IN  
SAN DIEGO COUNTY**

This Agreement ("Agreement") is entered into by and between the San Diego Unified School District (SDUSD), located at 4100 Normal Street, San Diego, California 92103, hereinafter referred to as "District"; Mental Health Systems, hereinafter referred to as "MHS" and the following Local Education Agencies in San Diego County:

Alpine Union, Bonsall Union, Borrego Springs Unified, Cajon Valley, Cardiff, Carlsbad Unified, Chula Vista Unified, Coronado Unified, Dehesa, Del Mar Union, Encinitas Union, Escondido Union Elementary, Escondido Union High, Fallbrook Union Elementary, Fallbrook Union High, Grossmont High, Jamul-Dulzura Union, Julian Union, Julian Union High, La Mesa-Spring Valley, Lakeside Union, Lemon Grove, Mt. Empire Unified, National, Oceanside Unified, Poway Unified, Ramona Unified, Rancho Santa Fe, San Dieguito Union High, San Marcos Unified, San Pasqual, San Ysidro, Santee, Solana Beach, South Bay Union, Spencer Valley, Sweetwater Union, Vallecitos, Valley Center-Pauma,

hereinafter referred to as "LEA" or "LEAs"; and collectively referred to as the "Parties."

**RECITALS**

WHEREAS, MHS provides an intensive 230 day therapeutic STEPS Program ("MHS STEPS") to young males age 12 to 18, and in grades 6 through 12, through an agreement between MHS and San Diego County Behavioral Health Services (SDCBHS); and

WHEREAS, District operates a traditional calendar 180 school day program and summer school/Extended School Year ("ESY") at MHS STEPS ("School Program") to educate students while placed in MHS STEPS by SDCBHS; and

WHEREAS, the LEAs desire to have their students receive educational services in School Program from the District while the students are placed at MHS STEPS by SDCBHS, Probation and/or HHS; and

WHEREAS, District has staff that is specially trained and possess the necessary skills, experience, education and competency, and licenses or credentials to perform the required educational services of School Program.

NOW, THEREFORE, District, MHS, and LEAs do mutually agree as follows:

**I.  
TERM**

The term of this Agreement shall commence on August 1, 2017 and shall end on July 31, 2019.

**II.  
RESPONSIBILITIES OF DISTRICT**

District will:

- A. Operate School Program for eligible students ages 12 to 18 and in grades 6 through 12. The School Program will operate on the District's traditional calendar of 180 instructional days and 29 summer school/ESY days.
- B. Provide certificated staff as appropriate who will be responsible for the daily supervision of the School Program.
- C. Ensure teachers and paraprofessionals assigned to School Program have appropriate credentials and background checks consistent with District employment requirements and the California Education Code.
- D. Collaborate with LEAs regarding request for academic records and information, and special education referrals and assessments for students attending School Program.
- E. Provide all instructional curriculum and related materials following the District's designated course of study for all students in School Program.
- F. Provide the following District staff:
  - a. Enrollment clerk to handle enrollment of students and processing of student records;
  - b. School psychologist for school assessments including special education assessments and attendance at Individualized Education Program (IEP) team meetings;
  - c. Designated Instructional Services (DIS) personnel as needed according to individual student IEPs;
  - d. District budget department staff to process interagency transfer and billing information for students enrolled in School Program; and
  - e. District administrator to oversee operations of School Program.
- G. Collaborate with MHS regarding the School Program to discuss and address issues and concerns as soon as possible.
- H. Provide written notification to the LEA when student from the respective LEA is expected to enroll in the School Program. Notification will be provided at least 10 business days prior to student's expected start date at School Program. The Acknowledgement of Student Enrollment in STEPS (Attachment A) form will be used to notify the LEA.
- I. Upon receipt, provide MHS STEPS with a copy of signed Acknowledgement of Student Enrollment in STEPS from LEAs to notify MHS STEPS of LEAs acceptance of student to enroll in School Program.
- J. Provide LEAs with key school contacts including school administrator, transportation contact, school counselor, and special education case manager, as applicable.

- K. Provide education services, including the delivery of special education services, for students enrolled in School Program.
- L. Except for services described in Section II.N. and transportation services described in Section III.C. below, District agrees to assume responsibility for provision of special education services to students during their time of enrollment in School Program.
- M. Provide respective LEA's Director of Special Education with written notification of scheduled Individualized Education Program (IEP) team meetings for their students.
- N. Provide written notification to LEA's when SDCBHS places a student at STEPS whose IEP requires services District is unable to provide.
- O. In collaboration with LEA, participate in transition planning for student's return to LEA, if applicable.
- P. In accordance with STEPS Payment Schedule (Attachment C), invoice LEA for each academic semester or summer school/ESY term in which student was educated by District for period of five days or more.
- Q. Within 8-10 business days of District's receipt from MHS of notification of scheduled release, District will notify LEA by sending the "Notification of Student Exit from MHS STEPS and Return to Local Education Agency" (Attachment D).
- R. Provide respective LEA with student's exiting grades, course completion information, and current Individualized Education Program (IEP), if applicable.

### III. RESPONSIBILITIES OF LEA

Upon notification of student enrollment in STEPS, LEA shall perform the following services:

- A. Approve the Acknowledgement of Student Enrollment in STEPS (Attachment A), sign and return to District within 10 business days of receipt.
  - a. Provide written statement and the unsigned Acknowledgement of Student Enrollment in STEPS to the District if the LEA does not desire the student to enroll in the School Program.
- B. Submit completed STEPS Transportation Plan (Attachment B) to DISTRICT within 10 business days.
- C. Provide adequate student transportation to and from STEPS for 230 school days per academic year when student is enrolled in STEPS.
- D. Provide District with the student's educational records including special education records, if applicable.
- E. Participate in transition planning for student's possible return to LEA at the end of the School Program and /or MHS STEPS.
- F. In accordance with the Payment Schedule for Education Support Fee (Attachment C), within 30 days of receipt of invoice from the District, reimburse the District an Education Support Fee provided during the student's enrollment in School Program.

**IV.  
RESPONSIBILITIES OF MHS**

- A. Provide adequate classroom space and utilities in compliance with state and District guidelines at no cost to the District or LEAs.
- B. Cooperate with District administration and staff assigned to School Program and adheres to all District enrollment, educational, and disciplinary procedures, as applicable unless MHS or County of San Diego policy supersedes District disciplinary procedures. All parties will operate in accordance with California Education Code and Federal Code Regulations.
- C. Notify District School Program administrator(s) of any MHS STEPS activities/events which may have an impact on School Program and its staff and students.
- D. Collaborate with District School Program administration(s) to discuss and address issues and concerns as soon as possible.
- E. Include a District School Program enrollment letter in MHS STEPS' intake packet and inform School Program classroom teacher(s).
- F. Provide written notification to District at least 10-12 business days before a new student is expected to begin attendance in the school program at STEPS.
  - a. Include in written notification to District identifying agency or person referring student to MHS STEPS.
- G. Provide written notification to District of a student's scheduled release date from MHS STEPS within 10 business days of scheduled release date.
- H. Participate in collaborative transition planning with DISTRICT and LEA for students preparing to return to LEA.

**V.  
COMPENSATION**

LEA shall pay District an Education Support Fee for each student from the LEA enrolled in MHS STEPS for a period of five days or more. The Education Support Fee will be charged at the following rates:

2017-18 School Year

San Diego Unified Fall academic semester	\$ 7,570.00
San Diego Unified Spring academic semester	\$ 7,570.00
San Diego Unified Summer School	\$ 3,000.00

2018-19 School Year

San Diego Unified Fall academic semester	\$ 7,950.00
San Diego Unified Spring academic semester	\$ 7,950.00
San Diego Unified Summer School	\$ 3,000.00

District will invoice LEA at the end of each academic semester and at the end of the summer school/ESY session. LEA's will provide payment to the District within 30 calendar days following receipt of District invoice.

**VI.  
CONFIDENTIALITY OF STUDENT DATA**

The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the School Program at MHS STEPS, and of their parents, are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations of this Agreement. The Parties agree to ensure necessary release are in place and signed by enrolled students' parents/guardians prior to releasing student information that is otherwise not disclosable between the Parties.

**VII.  
AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the DISTRICT's governing board.

**VIII.  
TERMINATION**

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. In the event a LEA gives notice of termination, any students enrolled in School Program will be dis-enrolled and the LEA of student's residence will assume full responsibility for educational services to student(s).

**IX.  
INDEPENDENT CONSULTANT**

MHS is, for all purposes arising under this Agreement, an Independent Consultant. No Officer, agent or employee of consultant or District or LEA shall be deemed an officer, agent or employee of the other party. Neither consultant nor District nor LEA, nor any officer, agent or employee thereof, shall be entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

**X.  
ASSIGNMENT**

MHS, District and LEA may not assign or transfer any interest in this Agreement without the prior written consent of the other parties.

**XI.  
INDEMNIFICATION**

- A. District agrees to defend, indemnify and hold harmless the LEAs and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the District or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by District during performance of this Agreement.
- B. LEAs agree to defend, indemnify and hold harmless the District and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the LEAs or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by LEAs during performance of this Agreement.
- C. MHS agrees to defend, indemnify and hold harmless the District and LEAs, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of MHS or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by MHS during performance of this Agreement.
- D. In the event any Claim covered by this Agreement arises from the acts or omissions of the Parties, each Party shall be liable to the other in proportion to its respective fault.

**XII.  
NOTICES**

Any notice permitted or required under the provisions of this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

**MENTAL HEALTH SYSTEMS:**

Kevin Stafford  
4660 Viewridge Avenue  
San Diego, CA 92123  
(858) 565-2510  
kstafford@mhsinc.org

**SAN DIEGO UNIFIED SCHOOL DISTRICT:**

Jennifer Coronel, Program Manager  
Children & Youth in Transition  
San Diego Unified School District  
4100 Normal St., Annex 14  
San Diego, CA 92103



(619) 725-7652  
jcoronell@sandi.net

**XIII.  
CONTRACT DOCUMENTS**

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents:

- Attachment A: Notification & Acknowledgement of Student Enrollment in MHS Program
- Attachment B: Transportation Plan for Student
- Attachment C: Payment Schedule for Education Support Fee for Students Enrolled in San Diego Unified Program
- Attachment D: Notification of Student Exit from MHS Program and Return to Local Education Agency

**XIV.  
INSURANCE**

Without limiting the mutual indemnification obligations of and between each party to this Agreement, District, MHS and LEAS shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any renewal thereof, the following insurance coverage: Commercial General Liability, Professional Liability including Abuse & Molestation, Automobile Liability, and Workers Compensation/Employers Liability insurance sufficient to protect the District, MHS and LEAS from all claims for personal and bodily injury, including death, as well as from all claims for property damage arising from the operations under this Contract. Said insurance shall be provided by an admitted California insurer, which is rated at least A-, VII by the current A.M.Best Key Rating Guide. Exception may be made for the State Compensation Fund when not specifically rated. If coverage is provided by a non-admitted carrier, the insurer must be included in the current California List of Approved Surplus Lines Insurers (LASLI list) and otherwise meet all rating requirements.

Minimum Limits of Insurance:

- 1. General Liability (Products/Completed Operations):
  - Per Occurrence .....\$2,000,000
  - Aggregate .....\$4,000,000

If Abuse and Molestation coverage is included under General Liability, coverage shall be to the full policy limits.

- 2. Workers' Compensation:
  - Statutory limits and Employer's Liability with limits of .....\$1,000,000

- 3. Auto Liability (per accident required):
  - Combined single limits, per accident for Owned, Non-Owned, Hired vehicles

("any" auto).....\$1,000,000  
If students will be transported, enhanced limits of .....\$5,000,000

4. Professional Liability:  
Per Occurrence.....\$1,000,000  
Aggregate.....\$2,000,000

If Abuse and Molestation coverage is included under Professional Liability, coverage shall be to the full policy limits.

Evidence of the aforementioned insurance policies shall be provided to any Party to this Agreement upon request by a named Party.

**XV.  
TUBERCULOSIS TESTING**

MHS and District shall ensure that their respective employees or subcontractors working at School Program have provided a tuberculosis (TB) certificate of clearance prior to commencing initial employment. MHS and District shall not place any employee or subcontractor at School Program without a valid TB certificate on file showing that the employee or subcontractor was examined and found to be free from active TB, as defined in California Education Code Section 49406.1(a).

**XVI.  
FINGERPRINT CLEARANCE**

In accordance with California Education Code Section 45125.1, MHS and District shall ensure that their respective employees and subcontractors working at School Program have obtained fingerprint background clearance through the California Department of Justice screening process. MHS and District will ensure that their respective subcontractors will not place any person at School Program who has a conviction of a serious or violent felony as defined in Education Code Section 44830.1 (c) (1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined in Education Code Section 44011.

**XVII.  
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the District and the MHS with respect to its subject matter, and supersedes all prior or contemporaneous agreement, representatives and understandings.

**XVIII.  
SEVERABILITY**

If any of the provisions of this Agreement are held invalid under the law, such invalidity shall not affect the remainder of the Agreement.

**XIX.  
EXECUTION**


This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns; (b) is for the sole benefit of the District, LEAs and MHS, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement; (c) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) shall be constructed and enforced in accordance with the laws of the State of California, and; (e) has been executed at San Diego, California, as of the last date set forth below.

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

**MENTAL HEALTH SYSTEMS**

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

By:   
(signature)

By:   
(signature)

Name: James C. Callaghan Jr.  
(typed or printed name)

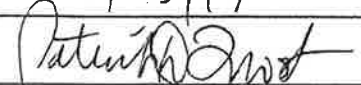
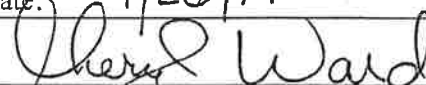
Name: W. Drew Rowlands  
(typed or printed name)

Title: President & CEO

Title: Strategic Sourcing and Contracts Officer  
or designee

Date: 08/27/2017

Date: 9/29/17

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
Date: <u>8/23/17</u>	Date: <u>9/26/17</u>
 Patrick D. Frost, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	 Cheryl Ward, Board Action Officer SAN DIEGO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

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

**ALPINE UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BORREGO SPRINGS UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CARDIFF**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BONSALL UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CAJON VALLEY UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CARLSBAD UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**CHULA VISTA ELEMENTARY**

**CORONADO UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DEHESA**

**DEL MAR UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EL DORADO COUNTY CHARTER SELPA**

**ENCINITAS UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ESCONDIDO UNION**

**ESCONDIDO UNION HIGH**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FALLBROOK UNION**

**FALLBROOK UNION HIGH**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GROSSMONT UNION HIGH**

**JAMUL-DULZURA UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**JULIAN UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LA MESA-SPRING VALLEY**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LEMON GROVE**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**JULIAN UNION HIGH**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LAKESIDE UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MOUNTAIN EMPIRE UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**NATIONAL**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**POWAY UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RANCHO SANTA FE**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OCEANSIDE UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RAMONA UNIFIED**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SAN DIEGUITO UNION HIGH**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

**SAN MARCOS UNIFIED**

**SAN PASQUAL UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAN YSIDRO**

**SANTEE**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SOLANA BEACH**

**SOUTH BAY UNION**

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

SPENCER VALLEY

SWEETWATER UNION HIGH

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

VALLECITOS

VALLEY CENTER-PAUMA UNIFIED

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

VISTA UNIFIED

WARNER UNIFIED

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**San Diego Unified**  
SCHOOL DISTRICT

Jennifer Coronel, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7054 Fax: (619) 725-7652  
jcoronel1@sandi.net

**ATTACHMENT A.**

**Notification & Acknowledgement of Student Enrollment  
in San Diego Unified School Program at Mental Health System (MHS) Program**

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

Dear \_\_\_\_\_:

The purpose of this letter is to provide notice that a student from your district/LEA will be enrolled in and receive educational services from San Diego Unified School District during the student's placement at MHS Program and to request district/LEA acknowledgement of responsibility for the education support fee and student transportation.

In accordance with the Agreement dated \_\_\_\_\_ between San Diego Unified, MHS, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is enrolled in the school program at MHS Program.

Upon notification, participating LEAs agree to sign the **Acknowledgement of Student Enrollment in MHS Program**, acknowledging financial responsibility for each student who is a resident of the participating LEA and who is otherwise the responsibility of the respective LEA.

**Education Support Fee.** Participating LEAs agree to reimburse San Diego Unified an Education Support Fee of \$7,570.00 per academic semester and \$3,000.00 for extended school year (ESY), totaling \$18,140 per student, for the 2017/2018 school year, and \$7,950.00 per academic semester and \$3,000.00 for extended school year (ESY), totaling \$18,900 for the 2018/2019 academic school for each student from the respective LEA who attends the MHS Program School. San Diego Unified will bill participating LEAs at the end of each semester only for those students enrolled 5 or more days each semester, payable within 30 days.

**Transportation.** Participating LEAs agree to provide transportation, as appropriate, to their respective resident students for 203 days per year for student participation in the MHS Program. San Diego Unified agrees to provide extended school year (ESY) services during the traditional school year summer break to eligible students.

If you have any questions regarding this notification, you may contact Jennifer Coronel, Program Manager, at 619-725-7054 or by email, [jcoronel1@sandi.net](mailto:jcoronel1@sandi.net).



**San Diego Unified**  
SCHOOL DISTRICT

Jennifer Coronel, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7054 Fax: (619) 725-7652  
jcoronel1@sandi.net

**Acknowledgement of Student Enrollment in San Diego Unified School District  
and Mental Health Services (MHS) Program**

TO: Jennifer Coronel, Program Manager, Children & Youth in Transition

FROM:

**Student Information:**

Student	Date of Birth
Student Address	Parent/Guardian
Start date at MHS PROGRAM	Parent/Guardian Phone

Statement of Acknowledgement

I acknowledge that the LEA/District of Residence have been notified that the student named above will be enrolled in and receive educational services from San Diego Unified School District during the student's placement at MHS Program. In addition, the LEA acknowledges the financial responsibility of the LEA for this student who is otherwise the responsibility of San Diego Unified School District.

Local Education Agency

San Diego Unified School District

**X**

**X**

\_\_\_\_\_  
Representative, LEA/District of Residence

\_\_\_\_\_  
Representative, San Diego Unified School D...

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

Print Name: Jennifer Coronel

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

Title: Program Manager

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

Date Signed \_\_\_\_\_



**San Diego Unified**  
SCHOOL DISTRICT

Jennifer Coronel, Program Manager  
Children & Youth In Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7054 Fax: (619) 725-7652  
jcoronel1@sandi.net

**ATTACHMENT B.**

**Transportation Plan for Student  
in San Diego Unified School Program at Mental Health System (MHS) PROGRAM**

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

LEA: \_\_\_\_\_

**Student Information:**

Student	Date of Birth
Student Residence	Parent/Guardian
Start date at MHS PROGRAM	Parent/Guardian Phone

The LEA will make arrangements for the above student to receive up to 230 days of transportation for to and from the school located at the MHS Program. The student is required to be at the MHS Program from 8:00 a.m. – 3:00 p.m.

Please describe the type of transportation that LEA will provide:

Transportation Plan (type, schedule): \_\_\_\_\_

Start Date of Transportation: \_\_\_\_\_

Name of LEA Contact for Transportation: \_\_\_\_\_

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

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



**San Diego Unified**  
SCHOOL DISTRICT

Jennifer Coronel, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7054 Fax: (619) 725-7652  
jcoronel1@sandi.net

**ATTACHMENT C.**

**Payment Schedule for Education Support Fee for Students  
Enrolled in San Diego Unified School Program at Mental Health System (MHS) PROGRAM**

In accordance with the Agreement dated \_\_\_\_\_ between San Diego Unified, Mental Health Services (MHS), and LEAs in San Diego County, the LEA shall pay San Diego Unified School District an Education Support Fee for each student from the LEA enrolled in MHS Program for a period of five days or more within a semester or summer school session. The Education Support Fee will be charged at the following rates:

**2017/2018 PRICING**

<b>Semester/Summer</b>	<b>Amount</b>	<b>Approximate Invoice Date</b>
San Diego Unified Semester 1 (Fall)	\$7,570.00	January 30, 2018
San Diego Unified Semester 2 (Spring)	\$7,570.00	June 30, 2018
San Diego Unified Summer School (Summer/Extended School Year)	\$3,000.00	August 30, 2018

**2018/2019 PRICING**

<b>Semester/Summer</b>	<b>Amount</b>	<b>Approximate Invoice Date</b>
San Diego Unified Semester 1 (Fall)	\$7,950.00	January 30, 2019
San Diego Unified Semester 2 (Spring)	\$7,950.00	June 30, 2019
San Diego Unified Summer School (Summer/Extended School Year)	\$3,000.00	August 30, 2019



**San Diego Unified**  
SCHOOL DISTRICT

Jennifer Coronel, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7054 Fax: (619) 725-7652  
jcoronel1@sandi.net

ATTACHMENT D.

**Notification of Student Exit from Mental Health System (MHS) Program and  
Return to Local Education Agency**

[Date]

Dear \_\_\_\_\_:

The purpose of this letter is to provide notice that the student listed below is expected to be exited from the MHS Program in the near future and return to your local education agency. To assist in a smooth transition, educational records are attached.

**Student Information:**

Student \_\_\_\_\_ Date of Birth \_\_\_\_\_

Student Address \_\_\_\_\_ Grade \_\_\_\_\_

Parent/Guardian Phone \_\_\_\_\_

Start Date at \_\_\_\_\_ Anticipated Exit Date  
[Program] \_\_\_\_\_ from [Program] \_\_\_\_\_

In accordance with the Agreement dated \_\_\_\_\_ between San Diego Unified, MHS, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is enrolled in the school program at MHS Program and will send any transcripts, [grades, and special education records resulting from their educational program while at MHS Program.

Attached please find the following documents:

\_\_\_\_\_ Academic Grades/Course Completion Record inclusive of these dates: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Current Individualized Education Program (IEP), if applicable

\_\_\_\_\_ Other: \_\_\_\_\_

The San Diego Unified contact person for information regarding educational records and educational planning for this student is:

\_\_\_\_\_

Name Title Telephone Email

If you have any questions regarding this notification, you may contact Jennifer Coronel, Program Manager at 619-725-7054 or by email, jcoronel1@sandi.net.




# SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net  
San Diego County Superintendent of Schools Dr. Paul Gothold

October 10, 2017

To: Clerks of Governing Boards  
Superintendents/Chancellors/Presidents

From: Paul Gothold, Ed.D.   
County Superintendent of Schools

Re: Organizational Meetings of Governing Boards

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings. The following information and the attached forms are provided to assist you in fulfilling your district's legal requirements in connection with this meeting. Please note that regular business of the Board may be conducted at this meeting.

## Date of Annual Organizational Meeting

Education Code sections 35143 and 72000(c)(2) provide that:

- The governing board of each school and community college district shall hold an annual organizational meeting. In 2017, the meeting must be held on a date between **December 1 and December 15**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to December 1, unless otherwise provided by rule of the governing board.
- The board shall notify the County Superintendent of Schools of the day and time selected.
- If the board fails to select a day and time for the annual organizational meeting, the County Superintendent of Schools shall designate the day and time of the meeting and shall notify all members and members-elect in writing.
- Within 15 days prior to the date of the annual organizational meeting, the clerk of the board shall provide written notice of the meeting to board members and members-elect.

Prior to **November 17, 2017**, please complete and return to the San Diego County Office of Education the *Notice of December 2017 Organizational Meeting of the Governing Board* provided on page 4.



## Organizational Meetings of Governing Boards -2-

### Election of Board Officers

- Education Code section 35022 specifies that every school district governing board consisting of five or more members shall elect at its organizational meeting a president from among its members. The governing board of a school district shall also elect one of its members as clerk of the district. [EC § 35143]
- Education Code section 72000(c)(2) provides that the governing board of a community college district shall organize by electing a president, from its members, and a secretary.

### Board Meeting Dates

- Education Code sections 35140 and 72000(c)(4) require that the governing board shall fix the time and place for its regular governing board meetings.
- In 2018, the annual organizational meeting must be scheduled on a date between, **December 7 and 21**, inclusive.
- Government Code sections 6700 and 6702 establish the following holidays in California:
  1. Every Sunday
  2. January 1<sup>st</sup>
  3. The third Monday in January, known as Dr. Martin Luther King, Jr. Day
  4. February 12<sup>th</sup>, known as Lincoln Day
  5. The third Monday in February, Washington Day
  6. March 31<sup>st</sup>, known as Cesar Chavez Day
  7. The last Monday in May, Memorial Day
  8. July 4<sup>th</sup>, Independence Day
  9. The first Monday in September, Labor Day
  10. September 9<sup>th</sup>, known as Admission Day
  11. The second Monday in October, known as Columbus Day
  12. November 11<sup>th</sup>, known as Veterans Day
  13. December 25<sup>th</sup>
  14. Good Friday from 12 noon until 3:00 p.m.\*
  15. Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday
  16. Every Saturday from noon to midnight
- Government Code section 6701 provides that if January 1, February 12, March 31, July 4, September 9, November 11, or December 25 falls upon a Sunday, the Monday following is a holiday. If November 11 falls upon a Saturday, the preceding Friday is a holiday.

\*Subsection declared unconstitutional in case of Mandel v. Hodges (1976).

Statement of Facts, Roster of Public Agencies Filing

- Government Code section 53051 requires that the Secretary of State and the clerk of each county establish and maintain a Roster of Public Agencies. This roster is a public record.
- The governing body of each public agency shall file with the Secretary of State and with the San Diego County Clerk a *Statement of Facts, Roster of Public Agencies Filing*. This requirement includes school and community college districts, county offices of education, and JPA boards. It is recommended that charter schools consult their legal counsel to determine whether filing of this form is appropriate.
- Within ten days after any change in the facts required on this form, an amended statement must be submitted as required by law.
- The accurate and timely filing of this form provides additional protections to districts in lawsuits filed under the California Tort Claims Act.

Please complete and submit the *Statement of Facts, Roster of Public Agencies Filing* according to the instructions on page 5. The form is provided as page 6 of this letter and is also available online.

This letter is available on the [Legal Services page](#) of the San Diego County Office of Education website. If you have questions regarding any of the information provided above, contact Vandee Shelton, at (858) 292-3617 or via e-mail to [vandee.shelton@sdcoe.net](mailto:vandee.shelton@sdcoe.net).

PG:KA:VS

cc: Executive Assistants to Governing Boards

**NOTICE OF DECEMBER 2017  
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **November 17, 2017**, to:

Vandee Shelton  
Legal Services, Room 609  
**San Diego County Office of Education**  
Email: [vandee.shelton@sdcoe.net](mailto:vandee.shelton@sdcoe.net)  
Fax: (858) 541-0697

School/Community College District: \_\_\_\_\_

Date of Organizational Meeting: \_\_\_\_\_  
*(Date between December 1 and December 15 inclusive)*

Time of Meeting: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary to the Governing Board

\_\_\_\_\_  
Date

STATEMENT OF FACTS, ROSTER OF PUBLIC AGENCIES FILING  
*Form NPSF 405 (Rev 04/2015)*

Following the organizational meeting, a *Statement of Facts, Roster of Public Agencies Filing* must be completed, signed, dated, and filed as follows:

- **Annually** with the San Diego County Clerk, even if there is no change in the governing board or district information.

Send to: San Diego County Clerk  
Attention: Cristy Foster  
P.O. Box 121750  
San Diego, CA 92112-1750

- **Within ten days of any change** in the officers of the board or the names or addresses of governing board members or school districts. The Secretary of State requires that the specific nature of the update be stated, e.g., "change of officers," "address change" (not "annual update" or "organizational meeting").

Send to: Secretary of State  
P.O. Box 942870  
Sacramento, CA 94277-2870

and

San Diego County Clerk  
Attention: Cristy Foster  
P.O. Box 121750  
San Diego, CA 92112-1750

- **Copies of all filings to:** Vandee Shelton  
Legal Services, Room 609  
San Diego County Office of Education  
Email: [vandee.shelton@sdcoe.net](mailto:vandee.shelton@sdcoe.net)  
Fax: (858) 541-0697

A copy of the Statement of Facts, Roster of Public Agencies Filing is provided for your use and is also available for completing and printing on the Secretary of State's website.



# State of California Secretary of State

## STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING

(Government Code section 53051)

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State,  
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing  Update

Legal name of Public Agency: \_\_\_\_\_

Nature of Update: \_\_\_\_\_

County: \_\_\_\_\_

Official Mailing Address: \_\_\_\_\_

Name and Address of each member of the governing board:

**Chairman, President or other Presiding Officer** (Indicate Title): \_\_\_\_\_

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

**Secretary or Clerk** (Indicate Title): \_\_\_\_\_

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

**Members:**

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

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

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

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

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

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [ \_\_\_\_\_ ]

\_\_\_\_\_ Date

ADDRESS [ \_\_\_\_\_ ]

\_\_\_\_\_ Signature

CITY/STATE/ZIP [ \_\_\_\_\_ ]

\_\_\_\_\_ Typed Name and Title