



Union High School District

**BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**Board of Trustees**  
Joyce Dalessandro  
Beth Hergesheimer  
Amy Herman  
Maureen "Mo" Muir  
John Salazar

**Superintendent**  
Eric R. Dill

**THURSDAY, FEBRUARY 2, 2017  
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101  
710 ENCINITAS BLVD., ENCINITAS, CA 92024**

*Welcome to the meeting of the San Dieguito Union High School District Board of Trustees.*

**PUBLIC COMMENTS**

If you wish to speak regarding an item on the agenda, please complete a speaker slip located at the sign-in desk and present it to the Secretary to the Board prior to the start of the meeting. When the Board President invites you to the podium, please state your name before making your presentation.

Persons wishing to address the Board on any school-related issue not elsewhere on the agenda are invited to do so under the "Public Comments" item. If you wish to speak under Public Comments, please follow the same directions (above) for speaking to agenda items.

In the interest of time and order, presentations from the public are limited to three (3) minutes per person, per topic. The total time for agenda and non-agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from others in attendance.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.

**PUBLIC INSPECTION OF DOCUMENTS**

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board Meeting will be available for review on the district website, [www.sduhsd.net](http://www.sduhsd.net) and/or at the district office. Please contact the [Office of the Superintendent](#) for more information.

**CONSENT CALENDAR**

All matters listed under Consent are those on which the Board has previously deliberated or which can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items. To address an item on the consent calendar, please follow the procedure described under *Comments on Agenda Items*.

**CLOSED SESSION**

The Board will meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, or real estate negotiations which are timely.

**CELL PHONES / ELECTRONIC DEVICES**

As a courtesy to all meeting attendees, please set cell phones and electronic devices to silent mode and engage in conversations outside the meeting room.

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

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**AGENDA**

**THURSDAY, FEBRUARY 2, 2017  
6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101  
710 ENCINITAS BLVD., ENCINITAS, CA 92024**

**PRELIMINARY FUNCTIONS ..... (ITEMS 1 – 6)**

- 1. CALL TO ORDER ..... 6:00 PM
  - A. PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS (ITEM #2A)
- 2. **CLOSED SESSION** ..... **6:01 PM**
  - A. PUBLIC EMPLOYEE APPOINTMENT, EMPLOYMENT, PERFORMANCE EVALUATION, DISCIPLINE/DISMISSAL/RELEASE  
 To consider personnel issues, pursuant to Government Code sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.*

**REGULAR MEETING / OPEN SESSION ..... 6:30 PM**

- 3. RECONVENE REGULAR BOARD MEETING / CALL TO ORDER ..... BOARD PRESIDENT
  - A. WELCOME / MEETING PROTOCOL REMARKS
  - B. PLEDGE OF ALLEGIANCE
- 4. REPORT OUT OF CLOSED SESSION
- 5. APPROVAL OF AGENDA  
 Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the agenda of February 2, 2017, Regular Board meeting of the San Dieguito Union High School District, as presented.
- 6. APPROVAL OF MINUTES / JANUARY 19, 2017 REGULAR MEETING  
 Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the minutes of the January 19, 2017 Regular Meeting, as shown in the attached supplement.

**NON-ACTION ITEMS ..... (ITEMS 7 - 10)**

- 7. STUDENT INTRODUCTIONS / UPDATES
  - A. OATH OF OFFICE..... BOARD PRESIDENT
    - Isaac Rosenbaum, San Dieguito HS Academy
  - B. STUDENT UPDATES ..... STUDENT BOARD REPRESENTATIVES
- 8. BOARD REPORTS AND UPDATES ..... BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS, & LEGISLATIVE UPDATES  
 ..... ERIC DILL, SUPERINTENDENT
- 10. SCHOOL UPDATES
  - A. EARL WARREN MIDDLE SCHOOL ..... ADAM CAMACHO, PRINCIPAL
  - B. LA COSTA CANYON HIGH SCHOOL ..... BRYAN MARCUS, PRINCIPAL

**CONSENT AGENDA ITEMS..... (ITEMS 11 - 15)**

Upon invitation by the President, anyone who wishes to discuss a Consent Item should come forward to the lectern, state his/her name, and the Consent Item number.

**11. SUPERINTENDENT**

A. GIFTS AND DONATIONS

Accept the gifts and donations, as shown in the attached supplements.

B. FIELD TRIP REQUESTS

Accept the field trips, as shown in the attached supplements.

**12. HUMAN RESOURCES**

A. PERSONNEL REPORTS

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

1. Certificated and/or Classified Personnel Reports, as shown in the attached supplements.

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreement and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:

1. California State Northridge, for student intern assignments, during the period January 1, 2017 until terminated with 30 day advance written notice, at no cost to the District.

**13. EDUCATIONAL SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

**14. ADMINISTRATIVE SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

C. APPROVAL OF INTERDISTRICT ATTENDANCE AGREEMENTS, 2016-2021

Approve entering into interdistrict attendance agreements for the school years 2016-17 through the 2020-2021 school year (five school years) with Alpine Union, Bonsall Unified, Borrego Springs Unified, Cajon Valley, Capistrano Unified, Carlsbad Unified, Coronado Unified, Dehesa, Escondido Union, Escondido Union High, Fallbrook Union Elementary, Fallbrook Union High, Grossmont Union High, Jamul-Dulzura Union, Julian Union, Julian Union High, Lakeside Union, La Mesa-Spring Valley, Lemon Grove, Mountain Empire Unified, Murrieta Valley Unified, Oceanside Unified, Poway Unified, Ramona Unified, Rancho Santa Fe, San Diego Unified, San Marcos Unified, San Pasqual Union, Santee Union, San Ysidro, South Bay, Spencer Valley, Sweetwater Union High, Temecula Valley Unified, Valley Center-Pauma Unified, Vista Unified and Warner Unified School Districts, as shown in the attached supplements.

## **SPECIAL EDUCATION**

D. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING  
(None Submitted)

E. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS  
(None Submitted)

F. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS  
Approve/ratify the following Parent Settlement and Release Agreements, to be funded by the General Fund/Restricted 01-00, and authorize the Director of Special Education to execute the agreements:

1. Student Case No. 2016-035PS, for special education related services, in the amount of \$45,000.00.

## **PUPIL SERVICES**

G. APPROVAL/RATIFICATION OF AGREEMENTS  
(None Submitted)

H. APPROVAL/RATIFICATION OF AMENDMENTS TO AGREEMENTS  
(None Submitted)

## **15. BUSINESS / FACILITIES PLANNING & CONSTRUCTION**

### **BUSINESS**

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:

1. Corporation for Education Network Initiatives in California (CENIC), under contract with the Imperial County Office of Education, adding San Dieguito Union High School District to a consortium, via the signing of a letter of agency (LOA), for the purpose of securing possible E-rate discounts on eligible telecommunications products and services on behalf of K-12 California school districts and offices of education, during the period July 1, 2017 through June 30, 2022, at no cost to the district.
2. MTGL, Inc., to provide small project miscellaneous DSA testing and inspection services district wide, during the period July 1, 2016 through June 30, 2017, in an amount not to exceed \$87,800 per year, and then renewing for additional one year periods unless terminated with 30 day advance notice, to be expended from the fund to which the project is charged.
3. Safety Kleen, dba Clean Harbors Environmental Services, Inc., to provide collection and recycling of used oil, industrial waste service, parts cleaning service and solvent tank services, during the period January 1, 2017 through June 30, 2017 and then renewing for additional one year periods unless terminated with 30 day advance notice, in an estimated amount not to exceed \$8,000.00 per year, to be expended from the General Fund/Unrestricted 01-00.
4. Swell DJ Productions, to provide Sound & Stage Equipment and Services for San Dieguito High School Academy graduation on June 16, 2017, in an estimated amount not to exceed \$2,500.00, to be expended from the General Fund/Unrestricted 01-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:



1. Clean Energy Fuels, Corp., dba Clean Energy, amending the contract for maintenance, repairs, and parts on the Transportation Department's two FM-Q10 natural gas compressors, 12 auxiliary panels with hoses, and 6 van air dryers, increasing the not to exceed amount to \$20,000 per year, with no other changes to the contract, to be expended from the General Fund/Unrestricted 01-00.

C. AWARD/RATIFICATION OF CONTRACTS  
(None Submitted)

D. APPROVAL OF CHANGE ORDERS  
(None Submitted)

E. ACCEPTANCE OF CONSTRUCTION PROJECTS  
(None Submitted)

F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Change Orders
3. Membership Listing (None Submitted)
4. Warrants
5. Revolving Cash Fund

**FACILITIES PLANNING & CONSTRUCTION**

G. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:

1. Subsurface Surveys & Associates, Inc., to provide geophysical survey services district wide, during the period February 3, 2017 through February 2, 2018, on a time and materials basis, to be expended from the fund to which the project is charged.
2. Fredricks Electric, Inc., to provide and install fiber optics and data cabling at the Earl Warren Middle School Campus Reconstruction Project, during the period February 3, 2017 through completion, in an amount not to exceed \$189,939.30, to be expended from Building Fund Prop 39 – Fund 21-39.
3. School Safety Operations, Inc., to provide security consultant/security assessment services district wide, during the period February 3, 2017 through completion, in an amount not to exceed \$65,900.00 for the initial assessment, with additional training services in an amount not to exceed \$2,500 per day, to be expended from Mello-Roos Funds.
4. McCarthy Building Companies, Inc., to provide preconstruction services for the Torrey Pines High School Phase 3 New Performing Arts Center, Culinary Art Classroom Modernization and Parking Lot Improvements Project, during the period February 3, 2017 through completion, in an amount not to exceed \$85,000.00, to be expended from Building Fund Prop 39 – Fund 21-39.

H. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:

1. Class Leasing, LLC, to amend contract CA2017-16 to purchase (2) relocatable classroom buildings for the Adult Transition Program at Earl Warren Middle School, increasing the amount by \$3,187.50 for a new total of \$442,205.50, to be expended from Capital Facilities Fund 25-19 and Mello-Roos Funds.

2. Bissiri Studios, to amend contract CA2016-26 for architectural/engineering services for certification of the Torrey Pines High School Dug-Outs Project, increasing the amount by \$42,750.00 for a new total of \$47,750.00, to be expended from Capital Facilities Fund 25-19 and Mello-Roos Funds.
3. Digital Networks Group, Inc., to amend contract CB2017-06 to provide and install multimedia, sound and audio-visual equipment in the new B Building at Canyon Crest Academy, increasing the amount by \$1,517.00 for a new total of \$150,408.87, to be expended from Building Fund Prop 39 – Fund 21-39.
4. Digital Networks Group, Inc., to amend contract CB2017-07 to provide and install multimedia, sound and audio-visual equipment throughout the Earl Warren Middle School Campus, increasing the amount by \$3,608.00 for a new total of \$357,671.00, to be expended from Building Fund Prop 39 – Fund 21-39.
5. Digital Networks Group, Inc., to amend contract CB2017-08 to provide and install multimedia, sound and audio-visual equipment in the new Math & Science Classroom Building at San Dieguito High School Academy, increasing the amount by \$2,054.00 for a new total of \$203,604.81, to be expended from Building Fund Prop 39 – Fund 21-39.

I. APPROVAL OF CHANGE ORDERS

Approve Change Order No. 1 to the following project, and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the change order:

1. Oak Crest Middle School Multi-Media Building C Modernization, Slope Improvements and Storm Drain Improvement Project, contract CA2015-42 entered into with Erickson-Hall Construction Co., decreasing the amount by \$671,341.00, and extending the contract by 400 days.

J. ACCEPTANCE OF CONSTRUCTION PROJECTS

Accept the following construction projects as complete, and authorize the administration to file a Notice of Completion with the County Records' Office to release final retention:

1. Oak Crest Middle School Multi-Media Building C Modernization, Slope Improvements and Storm Drain Improvement Project, CA2015-42, contract entered into with Erickson-Hall Construction Co.
2. Energy Conservation Services Phase IV, B2009-17 contract entered into with Siemens Industry, Inc.

**ROLL CALL VOTE FOR CONSENT AGENDA..... (ITEMS 11 - 15)**

- Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve Consent Agenda Items 11-15, as shown in the attached supplements.
- Roll Call:

Joyce Dalessandro  
 Beth Hergesheimer  
 Amy Herman  
 Maureen "Mo" Muir  
 John Salazar

Mikenzie Bub, Sunset High School  
 Isaac Gelman, Torrey Pines High School  
 Karlie McGillis, La Costa Canyon High School  
 Isaac Rosenbaum, San Dieguito High School Academy  
 Emma Schroeder, Canyon Crest Academy

**DISCUSSION / ACTION ITEMS.....(ITEM 16 - 19)**

- 16. APPROVAL OF AGREEMENT / SAN DIEGUITO ALLIANCE FOR DRUG FREE YOUTH / TUPE PROGRAM  
 Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve entering into an agreement with San Dieguito Alliance for Drug Free Youth, to provide support programs for San Dieguito Union High School District’s Tobacco Use Prevention Education (TUPE) program including: Friday Night Live Clubs, Minor Decoy Operations, Teen Presenters, Study Buddies, Young Leaders in Health Care, Start Smart Driving Safety Class and PTA trainings for the Health and Welfare VPS, as well as materials and supplies in support of these programs, during the period July 1, 2016 through June 30, 2019, in the total amount of \$79,350.00, to be expended from the General Fund/Restricted 01-00 and reimbursed with funds from the California Department of Education TUPE Cohort L, Tier 2, Competitive Grant funds, and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreement.
- 17. REAPPOINTMENT OF INDEPENDENT CITIZENS OVERSIGHT COMMITTEE MEMBERS  
 Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the reappointment of the following members to the Independent Citizens Oversight Committee (ICOC), for a two year term beginning April 1, 2017: Kim Bybee, Clarke Caines, Mary Farrell, Robert Nascenzi, Rhea Stewart and Jeffery Thomas.
- 18. APPROVAL OF NORTH COASTAL CONSORTIUM FOR SPECIAL EDUCATION 2016 LOCAL PLAN REVISION  
 Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the North Coastal Consortium for Special Education’s (NCCSE) 2016 Local Plan revision, as shown in the attached supplement.
- 19. ADOPTION OF RESOLUTION / ADOPTING BIDDER PREQUALIFICATION PROCESS  
 Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt a resolution requiring prequalification of bidders, prequalification procedure, standardized forms and uniform rating procedure and annual renewal process, in compliance with Public Contract Code §20111.6, as shown in the attached supplements.

**INFORMATION ITEMS.....(ITEMS 20 - 30)**

- 20. CALIFORNIA SCHOOL BOARDS ASSOCIATION, DELEGATE ASSEMBLY ELECTION, 2017  
 This item is being submitted as information and will be resubmitted for action on March 9, 2017.
- 21. PROPOSED NEW / REVISED BOARD POLICIES/ ADMINISTRATIVE SERVICES
  - A. BP #5131.62, TOBACCO (REVISED)
  - B. AR #5131.62, TOBACCO (NEW)
 This item is being submitted for first read on February 2, 2017, and will be resubmitted for action on March 9, 2017.
- 22. BUSINESS SERVICES UPDATE..... DELORES PERLEY, CHIEF FINANCIAL OFFICER
- 23. EDUCATIONAL SERVICES UPDATE.....MIKE GROVE, ED.D, ASSOCIATE SUPERINTENDENT
- 24. HUMAN RESOURCES UPDATE .....TORRIE NORTON, ASSOCIATE SUPERINTENDENT
- 25. ADMINISTRATIVE SERVICES UPDATE ..... MARK MILLER, ASSOCIATE SUPERINTENDENT
- 26. PUBLIC COMMENTS  
 In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda. (See *Board Agenda Cover Sheet*)
- 27. FUTURE AGENDA ITEMS

**28. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)**

- A. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.*

**29. REPORT FROM CLOSED SESSION (AS NECESSARY)**

**30. ADJOURNMENT**

*The next regularly scheduled Board Meeting will be held on [Thursday, March 9, 2017, at 6:30 PM](#) in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.*

ITEM 6

Board of Trustees  
Joyce Dalessandro  
Beth Hergesheimer  
Amy Herman  
Maureen "Mo" Muir  
John Salazar

Superintendent  
Eric R. Dill



Union High School District

MINUTES  
OF THE  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING

JANUARY 19, 2017

THURSDAY, JANUARY 19, 2017  
6:30 PM

DISTRICT OFFICE BOARD ROOM 101  
710 ENCINITAS BLVD., ENCINITAS, CA 92024

**PRELIMINARY FUNCTIONS..... (ITEMS 1 – 6)**

- 1. CALL TO ORDER..... 5:30 PM  
President Hergesheimer called the meeting to order at 5:30 PM.
  - A. PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS (2A-C)  
No public comments were presented.
- 2. CLOSED SESSION ..... 5:31 PM  
The Board convened to Closed Session at 5:31 pm to discuss the following:
  - A. STUDENT DISCIPLINE / EXPULSIONS/SUSPENDED EXPULSIONS/READMITS  
To consider and/or deliberate on student discipline matters. (Case #2016-031SD, Case #2016-033SD, and Case #2016-034SD)
  - B. PUBLIC EMPLOYEE APPOINTMENT, EMPLOYMENT, PERFORMANCE EVALUATION, DISCIPLINE/DISMISSAL/RELEASE  
To consider personnel issues, pursuant to Government Code sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline/release/dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.*
  - C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
To conference with legal counsel to discuss anticipated litigation, pursuant to Government Code sections 54956.9(b)(3)(A), (D), and (E): (2 potential cases)

**REGULAR MEETING / OPEN SESSION..... 6:30 PM**

ATTENDANCE

BOARD OF TRUSTEES AND STUDENT BOARD REPRESENTATIVES

Joyce Dalessandro	<i>Mikenzie Bub, Sunset High School (Absent)</i>
Beth Hergesheimer	Isaac Gelman, Torrey Pines High School
Amy Herman	Skyler McFarlane, San Dieguito High School Academy
Maureen "Mo" Muir	Karlie McGillis, La Costa Canyon High School
John Salazar	Emma Schroeder, Canyon Crest Academy

DISTRICT ADMINISTRATORS / STAFF

Eric Dill, Interim Superintendent  
 Mike Grove, Ed.D., Associate Superintendent, Educational Services  
 Torrie Norton, Associate Superintendent, Human Resources  
 Mark Miller, Associate Superintendent, Administrative Services  
 Delores Perley, Chief Financial Officer  
 Rick Mariam, Director, Nutrition Services  
 Marley Nelms, Nutrition Specialist Supervisor  
 Joann Schultz, Executive Assistant to the Superintendent / Recording Secretary

3. RECONVENE REGULAR MEETING / CALL TO ORDER .....(ITEM 3)
  - A. The regular meeting of the Board of Trustees was called to order at 6:31 PM by President Beth Hergesheimer. Ms. Schultz read the meeting protocol instructions.
  - B. President Hergesheimer led the Pledge of Allegiance.
4. REPORT OUT OF CLOSED SESSION / ACTION .....(ITEM 4)
  - A. REPORT OUT OF CLOSED SESSION  
There was nothing to report.
  - B. STUDENT DISCIPLINE / EXPULSIONS/SUSPENDED EXPULSIONS/READMITS  
The following action was taken regarding student discipline:
    1. CASE #2016-031SD  
Motion by Ms. Hergesheimer, seconded by Ms. Dalessandro, to approve the stipulated expulsion of Case #2016-031SD, for violation of Education Code sections 48900 (c) & (j) and 48915 (a)(3), during the period January 20, 2017 through January 20, 2018. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.  
*Motion unanimously carried.*
    2. CASE #2016-033SD  
Motion by Ms. Dalessandro, seconded by Ms. Hergesheimer, to approve the semester suspension of Case #2016-033SD, for violation of Education Code sections 48900 (a)(1) & (k) and 48915 (b)(1), (b)(2), (e)(1) & (e)(2), during the period November 18, 2016 through January 27, 2017 with a return date of February 1, 2017. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.  
*Motion unanimously carried.*
    3. CASE #2016-034SD  
Motion by Ms. Hergesheimer, seconded by Ms. Dalessandro, to approve the stipulated expulsion of Case #2016-034SD, for violation of Education Code sections 48900 (c) & (d) and 48915 (a)(3) & (c)(3), during the period January 20, 2017 through January 20, 2018. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.  
*Motion unanimously carried.*
5. APPROVAL OF AGENDA.....(ITEM 5)  
Motion by Ms. Hergesheimer, seconded by Ms. Dalessandro, to approve the agenda of January 19, 2017, Regular Board meeting of the San Dieguito Union High School District, as presented, except for #12A, Personnel Reports and #13C, Interdistrict Attendance Agreements were pulled from the Consent Agenda by the public and Ms. Muir, respectively. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.  
*Motion unanimously carried.*
6. APPROVAL OF MINUTES (3) / DECEMBER 8, 2016 REGULAR MEETING & DECEMBER 14, 2016 AND JANUARY 4, 2017 SPECIAL MEETINGS.....(ITEM 6)  
The Board took action on the minutes separately, as follows:  
Motion by Ms. Hergesheimer, seconded by Mr. Salazar, to approve the minutes of the December 8, 2016 Regular Meeting, *as amended (with revisions to Public Comments under Items #15L and #18)*. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.  
*Motion unanimously carried.*



ITEM 6

Motion by Ms. Dalessandro, seconded by Ms. Hergesheimer, to approve the minutes (2) of the December 14, 2016 and January 4, 2017 Special Meetings, as presented. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

**NON-ACTION ITEMS .....(ITEMS 7 - 10)**

7. STUDENT UPDATES..... STUDENT BOARD REPRESENTATIVES

Superintendent Dill thanked Skyler McFarlane for her participation as a student board representative and presented her with a certificate of recognition. Skyler McFarlane introduced Isaac Rosenbaum as San Dieguito HS Academy’s new student representative who will begin on February 2, 2017. Students gave updates on events and highlights at their schools. Ms. Schultz read out loud Mikenzie Bub’s school report.

8. BOARD REPORTS AND UPDATES ..... BOARD OF TRUSTEES

All five board members attended the Special Board Meetings held on December 14, 2016 and January 4, 2017.

Ms. Muir attended the County Board of Supervisor’s swearing in ceremony, saw La Costa Canyon HS Principal Marcus, her son is attending formal, and the upcoming Ronald McDonald House fundraiser.

Mr. Salazar had nothing to report.

Ms. Hergesheimer inquired into the Encinitas School District Liaison meeting date and the Honoring Our Own Awards nominations.

Ms. Dalessandro met with Leslie Saldana, Executive Director of SDA Foundation regarding the restoration of metal mustang sign, attended the memorial scholarship event for former TPHS student Nicholas Leslie who was killed in Niece, France recently, the music booster meeting, and the Solana Beach School Relations Committee meeting.

Ms. Herman also attended the memorial scholarship event for Nicholas Leslie, and the Solana Beach School Relations Committee meeting.

9. SUPERINTENDENT’S REPORTS, BRIEFINGS, LEGISLATIVE UPDATES.. ERIC DILL, INTERIM SUPERINTENDENT

Interim Superintendent Dill attended the Principal’s PLC meeting this morning kicking off the student plans for achievement. Mr. Dill also attended the San Diego County Office Education board meeting earlier today where the board took action on the SOUL Charter School petition approving it for a two-year authorization term.

10. SCHOOL/DEPARTMENT UPDATES

A. TORREY PINES HIGH SCHOOL..... ROB COPPO, PRINCIPAL

Mr. Coppo was unable to attend due to a schedule conflict and will present at a future board meeting.

B. NUTRITION SERVICES ..... RICK MARIAM, DIRECTOR OF NUTRITION SERVICES

Mr. Mariam gave an update and shared highlights on the Nutrition Services program including the budget, cost savings reductions, redistributing/rebranding of items, just in time or decentralized food preparation, and the recent state review of the program. Open campus is a challenge, however it creates good competition and marketing and promotion becomes important. Mr. Mariam introduced Marley Nelms, Nutrition Specialist who gave an update on social media, student engagement with the “mystery diner” program, student surveys, working with Canyon Crest Academy students to create an online ordering system, staff inservice training, and health and state compliance. Menus are new every month, current and past promotions are offered, and coming up in March is National Nutrition Month and National School Breakfast Week. They are also exploring a public relations marketing campaign to improve overall school meal image, increase participation and promote on-campus dining experience.

(A handout was distributed and is available in the Superintendent’s Office upon request.)



**CONSENT ITEMS.....(ITEMS 11 - 15)**

\*Items #12A, Personnel Reports and #13C, Interdistrict Attendance Agreements were pulled from the Consent Agenda, as shown above under Item #5, Approval of Agenda.

Motion by Ms. Dalessandro, seconded by Ms. Hergesheimer, to approve Consent Agenda Items #11-15, except for Items #12A & #13C, as presented. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

PUBLIC COMMENTS – Wendy Gumb made comments regarding Item #12A requesting that coaches identified on the personnel report also list the sport, school and length of term.

\*Motion by Ms. Dalessandro, seconded by Mr. Salazar, to approve Consent Agenda Item #12A, as presented. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

\*Motion by Ms. Hergesheimer, seconded by Ms. Dalessandro, to approve Consent Agenda Item #13C, as presented. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

**11. SUPERINTENDENT**

**A. GIFTS AND DONATIONS**

Accept the gifts and donations, as presented.

**B. FIELD TRIP REQUESTS**

Accept the field trips, as presented.

**12. HUMAN RESOURCES**

*\*Item #12A, was pulled from the Consent Agenda and voted on separately, as shown above.*

**A. PERSONNEL REPORTS**

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

- 1. Certificated and/or Classified Personnel Reports, as presented.

**B. APPROVAL/RATIFICATION OF AGREEMENTS**

Approve/ratify entering into the following agreement and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:

- 1. University of Southern California, for student intern assignments, during the period January 20, 2017 until terminated with 30 day advance written notice, at no cost to the District.
- 2. California State University San Marcos, for student intern assignments, during the period August 19, 2017 until terminated with 30 day advance written notice, at no cost to the District.

**13. EDUCATIONAL SERVICES**

**A. APPROVAL/RATIFICATION OF AGREEMENTS**

(None Submitted)

- B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS  
(None Submitted)

*\*Item #13C was pulled from the Consent Agenda and voted on separately, as shown above.*

- C. APPROVAL OF INTERDISTRICT ATTENDANCE AGREEMENTS, 2016-2021

Approve entering into interdistrict attendance agreements for school years 2016 through 2021 with Vista Unified, Coronado Unified Poway Unified, Mountain Empire Unified, Warner Unified, Escondido Union Elementary and San Marcos Unified school districts, and authorize Eric Dill to execute the agreements.

#### **14. ADMINISTRATIVE SERVICES**

- A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreement and authorize Douglas B. Gilbert or Eric R. Dill to execute the agreement:

1. Assistance League of Rancho San Dieguito to provide a shopping event at Target Encinitas for up to 130 District identified students to spend up to \$70 on school clothing or supplies on February 8, 2017 and February 11, 2017, at no other cost to the District.

- B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS  
(None Submitted)

#### **SPECIAL EDUCATION**

- C. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

Approve entering into the following non-public school / non-public agency master contracts (NPS/NPAs), independent contractor agreements (ICAs), and or memorandums of understanding (MOUs), and authorize Douglas B. Gilbert or Eric R. Dill to execute all pertinent documents:

1. San Diego Zoo Safari Park, to provide a group tour for Earl Warren Middle School Workability students, on February 2, 2017, in the amount of \$200.00, to be expended from the General Fund/Restricted 01-00.
2. San Diego Zoo Safari Park, to provide a group tour for Diegueño Middle School Workability students, on June 12, 2017, in the amount of \$1,200.00, to be expended from the General Fund/Restricted 01-00.
3. Schloyer Audiology (ICA), provide audiological assessments and IEP support in evaluating binaural integration, temporal processing, auditory closure, auditory figure ground and sound blending, during the period November 4, 2016 through June 30, 2017, at the rates shown on the attachment, to be expended from the General Fund/Restricted 01-00.
4. Golden Steps Pediatric Therapy (ICA), to provide occupational therapy, assessments, and IEP support in an educational setting, during the period July 1, 2016 through June 30, 2017, at the rate of \$120.00 per hour, to be expended from the General Fund/Restricted 01-00.

- D. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreements:

1. Gary Greene, Ph.D. (ICA), to include individual student independent educational evaluations for the district's Adult Transition Program (ATP), during the period November 7, 2016 through June 30, 2017, in an amount not to exceed \$4,000.00 per student, to be expended from the General Fund/Restricted 01-00.
2. New Haven Youth & Family Services, Inc. (NPA/NPS/RTC), amending the residential and non-residential education day rates, and adding residential treatment center rates, during the period August 20, 2016 through June 30, 2017, at the rates of \$143.05 for non-residential

daily education, \$126.88 for residential daily education, and \$9,182.00 per month for the residential treatment center, to be expended from the General Fund/Restricted 01-00.

- E. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS  
(None Submitted)

#### **PUPIL SERVICES**

- F. APPROVAL/RATIFICATION OF AGREEMENTS  
(None Submitted)

- G. APPROVAL/RATIFICATION OF AMENDMENTS TO AGREEMENTS  
(None Submitted)

### **15. BUSINESS / FACILITIES PLANNING & CONSTRUCTION**

#### **BUSINESS**

- A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Eric R. Dill to execute the agreements:

1. Stanley Steemer, International, Inc., to provide steam cleaning services of carpets and upholstery as needed throughout the District, during the period January 20, 2017 through June 30, 2017, and then renewing for additional one year periods unless terminated with 30 day advance notice, in an estimated amount not to exceed \$3,000.00 per year, to be expended from the General Fund/Unrestricted 01-00.
2. Northstar Transportation to supply and maintain licensed school buses and/or other transportation vehicles and personnel required to fulfill the District's requests for transportation services, during the period July 1, 2016 through June 30, 2017, and then renewing for additional one year periods unless terminated with 30 day advance notice, in an estimated amount not to exceed \$10,000.00 per year, to be expended from the General Fund/Unrestricted 01-00.
3. Verdugo Testing Co., Inc. to perform testing, monitoring, training, certifications, repairs, parts, and equipment for the underground fuel storage tank and dispensers located at the San Dieguito Union High School transportation facility, during the period January 1, 2017 through June 30, 2017, and then renewing for additional one year periods unless terminated with 30 day advance notice, in an estimated amount not to exceed \$12,000.00 per year, to be expended from the General Fund/Unrestricted 01-00.
4. Quality Technology Services, Inc., DBA TCR Services to provide onsite maintenance and repair of out of warranty District printers, faxes and copiers, during the period January 1, 2017 through June 30, 2017 and then renewing for additional one year periods unless terminated with 30 day advance notice, in an estimated amount not to exceed \$10,000.00 per year, to be expended from the General Fund/Unrestricted 01-00.
5. LA Propoint, Inc., to provide one day field inspection including travel and lodging for inspection of theatre rigging system, to be completed by June 30, 2017 at Canyon Crest Academy, in an estimated amount not to exceed \$4,000.00, to be expended from the General Fund/Unrestricted 01-00.
6. Atkinson, Andelson, Loya, Ruud & Romo to provide legal services, during the period December 1, 2016 through November 30, 2017, and then renewing for additional one year periods unless terminated with 30 day advance notice, at the hourly rates specified in the attached agreement plus expenses, to be expended from the fund to which the services are charged.
7. Edulink Systems, Inc., to provide InTouch parent communication software licenses and support district wide, during the period January 31, 2017 through September 30, 2018, in an estimated total amount of \$21,667.00, to be expended from the General Fund/Unrestricted 01-00.

**B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS**

Approve/ratify amending the following agreements and authorize Douglas B. Gilbert or Eric R. Dill to execute the agreements:

1. United Site Services for district wide portable restroom services, increasing the not to exceed amount to \$30,000.00 per year, with no other changes to the contract, to be expended from the General Fund/Unrestricted 01-00.
2. Chelsea Pest and Termite Control, Inc., to include termite tenting at the District Office, increasing the not to exceed amount to \$25,000.00 per year with no other changes to the contract, to be expended from the General Fund/Unrestricted 01-00.
3. Aeries Software, Inc., d.b.a. Eagle Software for Aeries software, for a district-wide student information system, increasing the not to exceed amount to \$55,000.00 per year, with no other changes to the contract, to be expended from the General Fund/Unrestricted 01-00.

**C. AWARD/RATIFICATION OF CONTRACTS**

(None Submitted)

**D. APPROVAL OF CHANGE ORDERS**

(None Submitted)

**E. ADOPTION OF RESOLUTION IN SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING & AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS**

Adopt the resolution in support of applications for eligibility determination and funding, and authorize Eric R. Dill and/or Delores L. Perley to sign applications and associated documents, as presented.

**F. APPROVAL OF BUSINESS REPORTS**

Approve the following business reports:

1. Purchase Orders
2. Change Orders
3. Membership Listing
4. Warrants
5. Revolving Cash Fund

**FACILITIES PLANNING & CONSTRUCTION**

**G. APPROVAL/RATIFICATION OF AGREEMENTS**

Approve/ratify entering into the following agreements and authorize Douglas B. Gilbert or Eric R. Dill, to execute the agreements:

1. TK1SC Collaborative, to provide building commissioning services for the second classroom building at Pacific Trails Middle School, during the period January 20, 2017 through completion, in an amount not to exceed \$29,900.00 plus reimbursable expenses, to be expended from Building Fund Prop 39 – Fund 21-39.
2. Bissiri Studio, for architectural/engineering services for Division of State Architect (DSA) certification of the restroom facility at Sunset High School, during the period January 20, 2017 through completion, in an amount not to exceed \$68,750.00 plus reimbursable expenses, to be expended from Capital Facilities Fund 25-19.
3. Class Leasing, LLC, to lease three (3) relocatable classroom buildings for use as interim housing during construction of the Oak Crest Middle School Science Classroom Quad, during the period January 20, 2017 through August 19, 2018, in an amount not to exceed \$310,353.61, to be expended from Building Fund Prop 39 – Fund 21-39.
4. Fredricks Electric, Inc., to provide and install fiber optics and data cabling at San Dieguito High School Academy Math & Science Classroom Building, during the period January 20, 2017 through completion, in an amount not to exceed \$50,709.30, to be expended from Building Fund Prop 39 – Fund 21-39.

**ITEM 6**

**H. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS**

Approve/ratify amending the following agreements and authorize Eric R. Dill to execute the agreements:

1. Lionakis, to amend contract CA2014-17 for architectural/engineering services at Pacific Trails Middle School, increasing the amount by \$29,900.00 for a new total of \$1,113,300.00, to be expended from Building Fund Prop 39 – Fund 21-39.
2. SVA Architects, Inc., to amend contract CA2017-18 for architectural/engineering services at San Dieguito High School Academy, increasing the amount by \$1,800.00 for a new total of \$17,800.00, to be expended from Capital Facilities Fund 25-18.
3. Westberg & White, Inc., to amend contract CA2015-55 for architectural/engineering services at Canyon Crest Academy, increasing the amount by \$4,000.00 for a new total of \$907,666.00, to be expended from Building Fund Prop 39 – Fund 21-39.
4. Mobile Modular Corporation, to amend contract CA2017-22 for lease of a 30x32 relocatable building at Oak Crest Middle School as temporary Administration Offices, increasing the amount by \$13,574.40 for a new total of \$42,096.40, to be expended from Capital Facilities Funds 25-19, General Fund 01-00 and Risk Management Joint Powers Authority.

**I. APPROVAL OF CHANGE ORDERS**

(None Submitted)

**J. ACCEPTANCE OF CONSTRUCTION PROJECTS**

(None Submitted)

**DISCUSSION / ACTION ITEMS .....(ITEM 16 - 23)**

**16. ADOPTION OF RESOLUTION / 2015-2016 REPORT ON STATUTORY SCHOOL FEES AND FINDINGS**

Motion by Ms. Hergesheimer, seconded by Mr. Salazar, to adopt the resolution regarding statutory school fees and report for fiscal year 2015-2016, and findings in compliance with Government Code sections 66006 and 66001, as presented. **ADVISORY VOTE** Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. **BOARD** Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

**17. ACCEPTANCE OF 2015-16 ANNUAL AUDIT**

**PUBLIC COMMENTS** – Wendy Gumb made comments regarding the district reserve requirement, program priorities, and foundations.

Ms. Perley gave a brief summary on the audit and Mr. Dill gave an update on the history of the district budget, funding and foundations.

Motion by Ms. Hergesheimer, seconded by Ms. Dalessandro, to accept the 2015-16 annual audit of the San Dieguito Union High School District, as prepared by Wilkinson, Hadley, King & Co. LLP, as presented. **ADVISORY VOTE** Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. **BOARD** Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

**18. ADOPTION OF PROPOSED NEW / REVISED BOARD POLICIES (6) / ADMINISTRATIVE SERVICES**

Motion by Ms. Hergesheimer, seconded by Ms. Dalessandro, to adopt the following proposed new/revise Board Policies, as presented:

- A. BP & AR #3513.3, TOBACCO-FREE SCHOOLS (NEW)
- B. BP & AR #5112.1, EXEMPTIONS FROM ATTENDANCE (REVISED)
- C. BP & AR #5112.2, EXCLUSIONS FROM ATTENDANCE (REVISED)



ITEM 6

ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

19. APPROVAL OF COLLEGE READINESS BLOCK GRANT

Motion by Ms. Hergesheimer, seconded by Mr. Salazar, to approve the College Readiness Block Grant, as presented.

ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

20. APPROVAL OF SITE PLANS FOR STUDENT ACHIEVEMENT (SPSA)

Motion by Mr. Salazar, seconded by Ms. Hergesheimer, to approve the individual school site SPSA plans, for the period January through December 2017, as presented. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

21. APPOINTMENT OF SUPERINTENDENT & APPROVAL OF SUPERINTENDENT EMPLOYMENT CONTRACT

The Board held a discussion regarding the appointment of Mr. Dill.

Motion by Ms. Dalessandro, seconded by Ms. Hergesheimer, to appoint Eric R. Dill as Superintendent of the San Dieguito Union High School District, effective January 1, 2017, and to approve the Employment Contract with Eric R. Dill, for the term commencing January 1, 2017 through December 31, 2019, in the annual salary amount of \$235,400.00 plus longevity benefits in accordance with the Management Salary Schedule, BP #4341.1, Attachment A, and district paid fringe benefits, to be expended from the General Fund 01-00, as presented. ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman; Noes: Muir, Salazar; Abstain: None.

*Motion carried.*

22. FUTURE USE OF LA COSTA VALLEY SITE

Mr. Dill gave an update on the future use of La Costa Valley site including the discussions with the City of Carlsbad to operate the site as a part of Carlsbad Parks & Recreation. The schools would have priority in the usage, the community would have access and the City would operate the site at no charge to the district, for a 10-year term. The Proposition AA ballot measure language included authorization to develop the site for community use. Partnering with the City of Carlsbad is in the spirit of the ballot language in that the city would provide use for all members of the community.

23. APPROVAL OF TERMINATION FOR CONVENIENCE / LEASE-LEASEBACK CONTRACTS

Mr. Dill gave an update on the termination for convenience of the lease-leaseback contracts. The Board held a discussion on this item.

Motion by Mr. Salazar, seconded by Ms. Hergesheimer, to approve terminating for convenience, the Lease/Leaseback contracts in accordance with Section 11(b) of those certain Construction Services Agreements entered into on December 9, 2016, authorize Douglas B. Gilbert, Delores L. Perley, or Eric R. Dill to execute the Notices of Termination, and Notice of Termination shall be issued on the following projects:

- A. Torrey Pines High School Phase 3 New Performing Arts Center, Culinary Art Classroom Modernization and Parking Lot Improvements, Lease-Leaseback Contract CA2017-13 entered into with McCarthy Building Companies, Inc.
- B. Pacific Trails Middle School 2<sup>nd</sup> Classroom Building, Lease-Leaseback Contract CA2017-14 entered into with C.W. Driver, LLC.

ITEM 6

- C. San Dieguito High School Academy New Arts & Social Sciences Classroom Building and Culinary Arts Classroom Modernization, Lease-Leaseback Contract CA2017-15 entered into with Erickson-Hall Construction Co., Inc.
- D. Oak Crest Middle School Science Classroom Quad, Crest Hall and Site Improvements, Lease-Leaseback Contract CA2017-17 entered into with Erickson-Hall Construction Co., Inc.

ADVISORY VOTE Ayes: Gelman, McFarlane, McGillis, Schroeder; Noes: None; Abstain: None; Absent: Bub. BOARD Ayes: Dalessandro, Hergesheimer, Herman, Muir, Salazar; Noes: None; Abstain: None.

*Motion unanimously carried.*

**INFORMATION ITEMS.....(ITEMS 24 - 33)**

- 24. UNIFORM COMPLAINT QUARTERLY REPORT, 2<sup>ND</sup> QUARTER, 2016-17 (OCTOBER –DECEMBER)  
This item was submitted as information only for the 2016-17 2<sup>nd</sup> Quarter (October-December).
- 25. BUSINESS SERVICES UPDATE ..... DELORES PERLEY, CHIEF FINANCIAL OFFICER  
Ms. Perley gave an update on the Governor’s budget released last week.
- 26. EDUCATIONAL SERVICES UPDATE .....MIKE GROVE, ED.D., ASSOCIATE SUPERINTENDENT  
Dr. Grove had nothing to report.
- 27. HUMAN RESOURCES UPDATE .....TORRIE NORTON, ASSOCIATE SUPERINTENDENT  
Ms. Norton reported that the district has received many certificated and classified early notices of retirement.
- 28. ADMINISTRATIVE SERVICES UPDATE ..... MARK MILLER, ASSOCIATE SUPERINTENDENT  
Mr. Miller had nothing to report.
- 29. PUBLIC COMMENTS – None presented.
- 30. FUTURE AGENDA ITEMS – Future board workshops and special meetings.
- 31. ADJOURNMENT TO CLOSED SESSION – No closed session was necessary.
- 32. REPORT FROM CLOSED SESSION – Nothing further to report.
- 33. ADJOURNMENT OF MEETING – The meeting adjourned at 8:45 PM.

\_\_\_\_\_  
Beth Hergesheimer, Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric R. Dill, Superintendent

\_\_\_\_\_  
Date



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 24, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED AND SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** ACCEPTANCE OF GIFTS AND DONATIONS

\*\*\*\*\*

### EXECUTIVE SUMMARY

The district administration is requesting acceptance of gifts and donations to the district, as shown on the following report.

### RECOMMENDATION:

It is recommended that the Board accept the gifts and donations to the district, as shown on the attached report.

### FUNDING SOURCE:

Not applicable

**GIFTS AND DONATIONS  
SDUHSD BOARD MEETING  
February 2, 2017**

## ITEM 11A

Item #	Donation	Description	Donor	Department	School Site
1	\$30.71	Supplemental Support Costs	Kroger	Administration	OCMS
2	\$11,000.00	Supplemental Support Costs	Oak Crest Middle School Foundation	Administration	OCMS
3	\$300.00	Art Support Costs	Oak Crest Middle School Foundation	Art	OCMS
4	\$2,000.00	Art Support Costs	Issa Family Foundation	Art	DMS
5	\$550.00	Art Support Costs	Coastal Community Foundation	Art	DMS
6	\$1,424.00	Supplemental Support Costs	The JBA Foundation	Administration	SDHSA
7	\$40.00	Science Support Costs	Brooke Smith	Science	DMS
8	\$50.00	Supplemental Support Costs	Kerry Perlman	Administration	EWMS
9	\$227.09	Supplemental Support Costs	Earl Warren Middle School PTSA	Administration	EWMS
10	\$384.00	Supplemental Support Costs	Gerardy Photography	Administration	EWMS
11	\$768.00	Supplemental Support Costs	Coastal Community Foundation	Administration	PTMS
12	\$515.65	Supplemental Support Costs	Diegueño Middle School PTSA	Administration	DMS
13	\$7,500.00	Supplemental Support Costs	Pacific Trails Middle School PTSA	Administration	PTMS
14	\$15,602.51	Supplemental Support Costs	Canyon Crest Academy Foundation	Administration	CCHSA
15	\$14,487.17	Supplemental Support Costs	Canyon Crest Academy Foundation	Administration	CCHSA
16	\$137.72	Supplemental Support Costs	San Dieguito Academy Foundation	Administration	SDHSA
17	\$1,086.46	Supplemental Support Costs	San Dieguito Academy Foundation	Administration	SDHSA
18	\$360.00	Supplemental Support Costs	Wells Fargo	Administration	PTMS
19	\$1,035.57	Music Support Costs	Pacific Trails Middle School Foundation	Music	PTMS
20	\$1,458.64	Music Support Costs	Diegueno Middle School Band Boosters	Music	DMS
21	\$5,215.66	Music Support Costs	Carmel Valley Middle School Band Boosters	Music	CVMS
22	\$751.98	Music Support Costs	Pacific Trails Middle School Foundation	Music	PTMS
23	\$452.97	Athletic Support Costs	Torrey Pines High School Foundation	Athletics	TPHS
24	\$11,985.64	Supplemental Support Costs	Torrey Pines High School Foundation	Administration	TPHS
25	\$3,092.42	Supplemental Support Costs	Torrey Pines High School Foundation	Administration	TPHS
26	\$1,412.60	Supplemental Support Costs	La Costa Canyon High School Foundation	Administration	LCCHS

**GIFTS AND DONATIONS  
SDUHSD BOARD MEETING  
February 2, 2017**

ITEM 11A

27	\$1,928.61	Music Support Costs	San Dieguito Academy Music Boosters	Music	SDHSA
28	\$720.69	Music Support Costs	Pacific Trails Middle School Foundation	Music	PTMS
		<b>*Donated Items:</b>			
	<b>\$84,518.09</b>	<b>Monetary Donations</b>			
	<b>\$0.00</b>	<b>*Value of Donated Items</b>			
	<b>\$84,518.09</b>	<b>TOTAL VALUE</b>			

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Michael Grove, Ed.D.  
Associate Superintendent of  
Educational Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** **Approval / Ratification of Field Trip  
Requests**

-----

### EXECUTIVE SUMMARY

The district administration is requesting approval / ratification of out-of-state, overnight, and / or out-of-county field trips, as shown on the attached reports.

### RECOMMENDATION:

It is recommended that the Board approve / ratify the field trips, as shown on the attached supplement.

### FUNDING SOURCE:

As listed on the attached supplement.

**FIELD TRIP REQUESTS**  
**SDUHSD BOARD MEETING**  
**February 2, 2017**

ITEM 11B

Item #	Date	Sponsor, Last Name	First Name	School Team/Club	Total # Students	Total # Chaperones	Event Description / Name of Conference	City	State	Loss of Class Time	Funding
1	04-06-17 - 04-09-17	Boardman Smith	Mia	TPHS Adv. Journalism & Yearbook	25	1	National HS Journalism Convention	Seattle	WA	2 Days	TPHS Foundation / Parent Donations
2	03-22-17 - 03-26-17	Baggins / Park	Kelly / Linda	SDHSA Robotics	40	8	FIRST Robotics Competition	Davis	CA	3 Days	SDHSA Foundation / Parent Donations
3	02-25-17 - 02-26-17	Zissi	Jon	TPHS Men's Lacrosse	40	5	Lacrosse Team Retreat	Ramona	CA	None	TPHS Foundation / Parent Donations
4	03-10-17 - 03-11-17	Zissi	Jon	TPHS Men's Lacrosse	40	5	Lacrosse Game	San Luis Obispo	CA	None	TPHS Foundation / Parent Donations
5	04-07-17 - 04-10-17	Wuertz	Jeremy	SDHSA Wind Ensemble	55	6	Music Festival	Seattle	WA	None	SDHSA Foundation / Parent Donations

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 25, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Torrie Norton  
Associate Superintendent/Human Resources

**SUBMITTED BY:** Eric R. Dill  
Superintendent

**SUBJECT:** APPROVAL OF CERTIFICATED and  
CLASSIFIED PERSONNEL

---

### EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board approval:

#### Certificated

Employment  
Change in Assignment  
Leave of Absence  
Resignation

#### Classified

Employment  
Resignation

#### RECOMMENDATION:

It is recommended that the Board approve the attached Personnel actions.

#### FUNDING SOURCE:

General Fund

## PERSONNEL LIST

### CERTIFICATED PERSONNEL

#### Employment

1. **Certificated Substitute Teachers**, request to approve employment for the 2016-17 school year, effective January, 2017 through June 30, 2017, per attached supplement.
2. **Kelly Baggins**, 100% Prob 2 Teacher (English/ASL) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
3. **Ivonn Barriga Romero**, 100% Prob 2 Teacher (Spanish) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
4. **Amanda Bell**, 100% Prob 2 Teacher (physical education) at Pacific Trails Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
5. **Lily Bolig**, 100% Prob 2 Teacher (English) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
6. **Eli Cameron**, 100% Prob 2 Teacher (social science) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
7. **Sarah Dean**, 100% Prob 2 Teacher (Spanish) at Carmel Valley Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
8. **Ellen diCristina**, 100% Prob 2 Teacher (English) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
9. **Melanie Emr**, 60% Prob 2 Teacher (French) at La Costa Canyon High School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
10. **Chalise Farr**, 100% Prob 2 Teacher (English & PE) at La Costa Canyon High School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
11. **Sean Floyd**, 100% Prob 2 Teacher (Spanish) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
12. **Kelly Hawkins**, 100% Prob 2 Teacher (social science) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
13. **Greggory Hunt**, 100% Prob 2 Teacher (social science & English) at Pacific Trails Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
14. **Julian "Chris" Johnson**, 100% Prob 2 Teacher (music) at Canyon Crest Academy and Pacific Trails Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
15. **Kendrick Kuo**, 100% Prob 2 Teacher (math) at Pacific Trails Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
16. **Taylor Lowe**, 100% Prob 2 Teacher (science) at Earl Warren Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
17. **Christina Moulton**, 100% Prob 2 Teacher (biology/chemistry) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
18. **Connor Nesseler**, 100% Prob 2 Teacher (social science) at Earl Warren Middle School for the 2017-18 school year, effective 8/22/2017 through 6/16/2018.



## ITEM 12A

19. **Austin Olson**, 100% Prob 2 Teacher (physical education) at Pacific Trails Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
20. **Jocelyn Peck**, 67% Temporary Teacher (math) at Canyon Crest Academy for Semester II of the 2016-17 school year, effective 1/30/2017 through 6/16/2017.
21. **Hannah Reed**, 100% Prob 2 Teacher (science) at Carmel Valley Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
22. **Sarah Steele**, 100% Prob 2 Teacher (English) at La Costa Canyon High School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
23. **Todd Vollstedt**, 100% Prob 2 Teacher (math) at San Dieguito High School Academy for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.
24. **Cecily Wheeler**, 100% Prob 2 Teacher (art) at Pacific Trails Middle School for the 2017-18 school year, effective 8/22/2017 through 6/15/2018.

**Change in Assignment**

1. **April Maniscalco**, Temporary Counselor at Canyon Crest Academy, Change in Assignment from 40% to 100% Assignment for Semester II/2016-17 school year, effective 1/30/2017 through 6/16/2017.
2. **Melissa Sage**, Counselor at Canyon Crest Academy, Change in Assignment to Interim High School Assistant Principal at Canyon Crest Academy, for the remainder of the 2016-17 school year, effective 1/30/2017 through 6/22/2017.
3. **Kristin Strasser**, Temporary Teacher (social science) at Torrey Pines High School, Change in Assignment from 100% to 80% Assignment for Semester II/2016-17 school year, effective 1/30/2017 through 6/16/2017.
4. **Jonathan Tator**, Temporary Teacher (math) at Torrey Pines High School, Change in Assignment from 80% to 100% Assignment for Semester II/2016-17 school year, effective 1/30/2017 through 6/16/2017.

**Leave of Absence**

1. **Rebecca Vincent**, Counselor at Canyon Crest Academy, returning from 100% Unpaid Leave of Absence to a 40% Assignment (60% Unpaid Leave of Absence) for Semester II of the 2016-17 school year, effective 1/30/2017 through 6/16/2017.

**Resignation**

1. **Kim Bullock**, Teacher (English) at Carmel Valley Middle School, Resignation for Retirement Purposes at the end of the 2016-17 school year, effective 6/17/2017.
2. **Lisa Caston**, Teacher (English) at Canyon Crest Academy, Resignation for Retirement Purposes at the end of the 2016-17 school year, effective 6/17/2017.
3. **Isla Cordelae**, Teacher (science) at Torrey Pines High School, Resignation for Retirement Purposes at the end of the 2016-17 school year, effective 6/17/2017.

## ITEM 12A

4. **Deborah Elliott**, Teacher (ROP photo/architectural design/engineering) at La Costa Canyon High School, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/17/2017.
5. **David Fleischman**, Teacher (physical science) at Torrey Pines High School, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/17/2017.
6. **Sally Hackworth**, Teacher (social science) at Carmel Valley Middle School, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/17/2017.
7. **Jeanne Jones**, High School Assistant Principal at San Dieguito High School Academy, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/23/2017.
8. **Elizabeth Levario**, Counselor at La Costa Canyon High School, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/17/2017.
9. **Carol Limbach**, Teacher (art) at Canyon Crest Academy, Resignation for Retirement purposes, effective at the end of the 2016-17 school year, effective 6/17/2017.
10. **Torrie Norton**, Associate Superintendent of Human Resources, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 7/01/2017.
11. **Jamie Ritchie**, Teacher (English) at La Costa Canyon High School, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/17/2017.
12. **Celia Walsh**, Teacher (physical education/science) at Oak Crest Middle School, Resignation for Retirement purposes at the end of the 2016-17 school year, effective 6/17/2017.

ITEM 12A

PERSONNEL LIST

**Substitute Teachers**

Barrett, Christine

Cook, Arthur

Foreman-Kelso, Pamela

Johnson, Robert

O'Flynn, Robert

Shrader, Samuel

## ITEM 12A

## PERSONNEL LIST

**CLASSIFIED PERSONNEL****Employment**

1. **Coaches**, employment for the 2016-17 school year, effective July 1, 2016 through June 30, 2017, per attached supplement.
2. **Ma, Kam**, Nutrition Services Assistant I, SR25, 43.75% FTE, Torrey Pines High School, effective 01/31/17.

**Resignation**

1. **Beermann-Young, Ariel**, Instructional Assistant-SpEd (SH), SR36, 75.00% FTE, Oak Crest Middle School, resignation effective 03/02/17.
2. **Belford, Michelle**, Nutrition Services Assistant I, SR25, 25.00% FTE, Pacific Trails Middle School, resignation effective 01/20/17.
3. **Chanchavac, Manuel**, School Bus Driver, SR38, 86.25% FTE, Transportation Department, resignation for the purpose of retirement, effective 06/16/17.
4. **Davidson, Debbie**, Learning Commons Technician, SR40, 100.00% FTE, Oak Crest Middle School, resignation for the purpose of retirement, effective 06/23/17.
5. **Felthaus, Marsha**, Nutrition Services Supervisor, Supervisory SR4, 75.00% FTE, Carmel Valley Middle School, resignation for the purpose of retirement, effective 03/31/17.
6. **Gaul, Patricia**, Director of Student Information Services, Management G5,R4, 100.00% FTE, resignation for the purpose of retirement, effective 06/30/17.
7. **Hernandez, Manuel**, Grounds Maintenance Worker II, SR39, 100.00% FTE, Facilities Department, resignation for the purpose of retirement, effective 06/30/17.
8. **Kwok, Shirley**, Nutrition Services Assistant II, SR27, 48.75% FTE, Carmel Valley Middle School, resignation for the purpose of retirement, effective 06/16/17.
9. **McCauley, Lucienne**, Facilities Planning Analyst, SR62, 100.00% FTE, Facilities-Construction Department, resignation for the purpose of retirement, effective 06/30/17.
10. **Molnar, Marcia**, Administrative Secretary-Middle School, SR38, 100.00% FTE, Oak Crest Middle School, resignation for the purpose of retirement, effective 06/23/17.
11. **Polenz, Faye**, Health Technician, SR35, 100.00% FTE, Canyon Crest Academy, resignation for the purpose of retirement, effective 06/23/17.
12. **Rock, Julie**, Administrative Assistant-High School, SR44, 100.00% FTE, Torrey Pines High School, resignation for the purpose of retirement, effective 06/30/17.
13. **Shone, Beverly**, Administrative Assistant, SR42, 100.00% FTE, Oak Crest Middle School, resignation for the purpose of retirement, effective 06/30/17.
14. **Slipper, Vera**, Instructional Assistant-SpEd (NS), SR34, 37.50% FTE, Torrey Pines High School, resignation for the purpose of retirement, effective 01/10/17.
15. **Thornton, Russell**, Chief Facilities Officer, Management G5,R8, 100.00% FTE, Facilities-Construction Department, resignation for the purpose of retirement 05/31/17.
16. **Underhill, Carolyn**, Nutrition Services Coordinator, Supervisory SR10, 100.00% FTE, Canyon Crest Academy, resignation for the purpose of retirement, effective 06/23/17.

ITEM 12A

**Coach**

1. **Fisher, Trace**, Gymnastics, La Costa Canyon High School, Spring Season, effective 1/15/17.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 24, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Torrie Norton, Associate Superintendent,  
Human Resources

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL / RATIFICATION OF PROFESSIONAL  
SERVICES CONTRACTS/ HUMAN RESOURCES

-----

### EXECUTIVE SUMMARY

The attached Professional Services Report/Human Resources summarizes one agreement

### RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contract, as shown in the attached Professional Services/Human Resources Report.

### FUNDING SOURCE:

As noted on attached list.

ITEM 12B

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**HUMAN RESOURCES - PROFESSIONAL SERVICES REPORT**

**Board Meeting Date: 02-02-17**

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
01/20/17 until terminated with 30 day advance written notice	California State Northridge	Student intern assignments	NA	NA

# San Dieguito Union High School District

## INFORMATION FOR BOARD OF TRUSTEES

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 19, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Rick Ayala, Director  
Pupil Services & Alternative Programs

**SUBMITTED BY:** Mr. Eric R. Dill  
Superintendent

**SUBJECT:** Interdistrict Attendance Agreements  
2016-2021

-----

### EXECUTIVE SUMMARY:

The San Dieguito Union High School District requests new agreements with San Diego County and designated out-of-county districts for the 2016-17 school year through the 2020-2021 school year (five school years). These agreements would also include a standard that would require students requesting an Interdistrict Attendance Permit into SDUHSD to reapply annually. This standard is necessary in order for the District to have an opportunity to accurately assess the capacity of the District prior to granting an Interdistrict Attendance Permit.

### RECOMMENDATION:

It is recommended that the Board of Trustees enter into agreements for school years 2016 through 2021 with Alpine Union, Bonsall Unified, Borrego Springs Unified, Cajon Valley Union, Capistrano Unified, Carlsbad Unified, Coronado Unified, Dehesa, Escondido Union, Escondido Union High, Fallbrook Union Elementary, Fallbrook Union High, Grossmont Union High, Jamul-Dulzura Union, Julian Union, Julian Union High, Lakeside Union, La Mesa-Spring Valley, Lemon Grove, Mountain Empire Unified, Murrieta Valley Unified, Oceanside Unified, Poway Unified, Ramona Unified, Rancho Santa Fe, San Diego Unified, San Marcos Unified, San Pasqual Union, Santee Union, San Ysidro, South Bay, Spencer Valley, Sweetwater Union High, Temecula Valley Unified, Valley Center-Pauma Unified, Vista Unified & Warner Unified School Districts.



ITEM 14C

**FUNDING SOURCE:**

Results in additional funding for the San Dieguito Union High School District.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Alpine Union School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Alpine Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Bonsall Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Bonsall Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Borrego Springs Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Borrego Springs Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Cajon Valley Union School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Cajon Valley Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Capistrano Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Discipline</td> <td style="width: 33%;"><input type="checkbox"/> Attendance</td> <td style="width: 33%;"><input type="checkbox"/> Academics</td> </tr> </table>	<input type="checkbox"/> Discipline	<input type="checkbox"/> Attendance	<input type="checkbox"/> Academics
<input type="checkbox"/> Discipline	<input type="checkbox"/> Attendance	<input type="checkbox"/> Academics		
2. Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

1. Director, School & Student Services
2. Associate Superintendent, Administrative Services
3. \_\_\_\_\_

The application deadline of January 1 has been waived    Yes    No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The application deadline of January 1 has been waived    Yes    No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Capistrano Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Carlsbad Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline	<input checked="" type="checkbox"/> Attendance	<input checked="" type="checkbox"/> Academics	<input type="checkbox"/> Discipline	<input type="checkbox"/> Attendance	<input type="checkbox"/> Academics
--	--	---	-------------------------------------	-------------------------------------	------------------------------------
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

DISTRICT APPEAL PROCESS AS FOLLOWS:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

SIGNATURES

Signature \_\_\_\_\_

Title Superintendent

Approved by the Governing Board on:

Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/OR Administrative Regulations and Procedures.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Approved by the Governing Board on:

Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Carlsbad Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Coronado Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Coronado Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Dehesa School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:  
\_\_\_\_\_

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Dehesa School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 2017 by and between the San Dieguito Union High School District of San Diego County and the Escondido Union High School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

Signature \_\_\_\_\_  
 Title Superintendent  
 Approved by the Governing Board on:  
 Date February 2, 2017

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Approved by the Governing Board on:  
 Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Escondido Union High School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Fallbrook Union Elementary School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Escondido Union Elementary School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Fallbrook Union High School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

1. Director, School & Student Services
2. Associate Superintendent, Administrative Services
3. \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Escondido Union High School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Grossmont Union High School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

Grossmont Union High School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Jamul-Dulzura Union School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows.
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Jamul-Dulzura Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.





School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Julian Union High School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Julian Union High School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Lakeside Union School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
	<input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Lakeside Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the La Mesa - Spring Valley School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APEAL PROCESS**

**DISTRICT APEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

La Mesa - Spring Valley School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Lemon Grove School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
  - Discipline       Attendance       Academics
  - Discipline       Attendance       Academics
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Lemon Grove School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Mountain Empire Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

Mountain Empire Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Murrieta Valley Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Murrieta Valley Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Oceanside Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Oceanside Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Poway Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Poway Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Ramona Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows. <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Ramona Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Rancho Santa Fe School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

Signature \_\_\_\_\_  
 Title Superintendent  
 Approved by the Governing Board on \_\_\_\_\_  
 Date February 2, 2017

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Approved by the Governing Board on: \_\_\_\_\_  
 Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Rancho Santa Fe School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the San Diego Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of Interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

San Diego Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the San Marcos Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of Interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

San Marcos Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Santee Union School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Santee Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the San Ysidro School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

San Ysidro School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the South Bay School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

South Bay School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Spencer Valley School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Spencer Valley School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Sweetwater Union High School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of Interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Sweetwater Union High School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Temecula Valley Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Temecula Valley Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Valley Center-Pauma Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows. <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Valley Center-Pauma Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Vista Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendant or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date February 2, 2017

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Vista Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

ITEM 14C

This agreement made and entered into this 2nd day of February, 20 17 by and between the San Dieguito Union High School District of San Diego County and the Warner Unified School District of San Diego County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify Applicants For Interdistrict Attendance Permits Must Re-Apply Annually.

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- Director, School & Student Services
- Associate Superintendent, Administrative Services
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

**SIGNATURES**

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

Approved by the Governing Board on:  
Date February 2, 2017

District schools/programs known to be impacted at the time of this agreement:  
Per Board Policy And/Or Administrative Regulations and Procedures.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Approved by the Governing Board on:  
Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Dieguito Union High School District

Warner Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Chuck Adams, Director of Special Education  
Mark Miller, Associate Superintendent,  
Administrative Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL OF PARENT SETTLEMENT  
AND RELEASE AGREEMENT

-----

### EXECUTIVE SUMMARY

The attached Special Education Agreement report for a Parent Settlement and Release Agreement summarizes one Settlement Agreement that provided services for a Special Education Student.

### RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contract, as shown on the attached Special Education Agreement report.

### FUNDING SOURCE:

As noted on the attached report.



## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

ITEM 14F

SPECIAL EDUCATION AGREEMENTSBoard Meeting Date: 02/02/17

<u>Student #</u>	<u>Description of Services</u>	<u>Date Executed</u>	<u>Budget #</u>	<u>Amount</u>
2016-035PS	Pursuant to the Settlement Agreement, a negotiated agreement has been reached between the San Dieguito Union High School District and student #2016-035PS for special education related services.	01/06/17	General Fund/ Restricted 01-00	\$45,000.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 24, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Douglas B. Gilbert, Director of Purchasing/Risk Mgt.

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL / RATIFICATION OF  
PROFESSIONAL SERVICES CONTRACTS/  
BUSINESS

-----

### EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes four contracts.

### RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contracts, as shown in the attached Professional Services Report.

### FUNDING SOURCE:

As noted on attached report.

## ITEM 15A

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

**BUSINESS - PROFESSIONAL SERVICES REPORT****Board Meeting Date: 02-02-17**

<b><u>Contract Effective Dates</u></b>	<b><u>Contractor/Vendor</u></b>	<b><u>Description of Services</u></b>	<b><u>School/ Department Budget</u></b>	<b><u>Fee Not to Exceed</u></b>
07/01/17 – 06/30/22	Corporation for Education Network Initiatives in California (CENIC)	For the purpose of securing possible E-rate discounts on eligible telecommunications products and services on behalf of K-12 California school districts and offices of education.	N/A	N/A
07/01/16 - 06/30/17 and then renewing for additional one year periods unless terminated with 30 day advance notice	MTGL, Inc.	Provide small project miscellaneous DSA testing and inspection services district wide.	From the fund to which the project is charged	\$87,800 per year
01/01/17 – 06/30/17 and then renewing for additional one year periods unless terminated with 30 day advance notice	Safety-Kleen, dba Clean Harbors Environmental Services, Inc.	Provide collection and recycling of used oil, industrial waste service, parts cleaning service and solvent tank services.	General Fund/ Unrestricted 01-00	\$8,000.00 per year
06/16/17	Swell DJ Productions	Provide Sound & Stage Equipment and Services for San Dieguito High School Academy graduation.	General Fund/ Unrestricted 01-00	\$2,500.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 24, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Douglas B. Gilbert, Director of Purchasing/Risk Mgt.

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL / RATIFICATION OF  
AMENDMENTS TO AGREEMENTS

-----

### EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes one amendment to and agreement.

### RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the amendment to agreement, as shown in the attached Amendment Report.

### FUNDING SOURCE:

As noted on attached list.

ITEM 15B

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BUSINESS SERVICES - AMENDMENT TO AGREEMENTS REPORT**

**Board Meeting Date: 02-02-17**

<u>Contract Effective Dates</u>	<u>Contractor/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
NA	Clean Energy Fuels, Corp. dba Clean Energy	Amending the contract for maintenance, repairs, and parts on the Transportation Department's two FM-Q10 natural gas compressors, 12 auxiliary panels with hoses, and 6 van air dryers, and increasing the not to exceed amount to \$20,000 per year, with no other changes to the contract.	General Fund /Unrestricted 01-00	\$20,000.00 per year

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 26, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Delores L. Perley, Chief Financial Officer

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL OF BUSINESS REPORTS

-----

### EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

1. Purchase Orders
2. Change Orders
3. Membership Listings (None Submitted)
4. Warrants
5. Revolving Cash Fund

### RECOMMENDATION:

It is recommended that the Board approve the following business reports: 1) Purchase Orders, 2) Change Orders, 3) Membership Listings (None Submitted), 4) Warrants, and 5) Revolving Cash Fund.

### FUNDING SOURCE:

Not applicable

## ITEM 15F

## PO REPORT JANUARY 11, 2017 THROUGH JANUARY 24, 2017

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
000006046	1/11/2017	0100	AMAZON.COM	600	MATERIALS AND SUPPLIES	\$ 410.50
000006047	1/11/2017	0100	AMAZON.COM	500	MATERIALS AND SUPPLIES	\$ 2,012.78
000006048	1/11/2017	0100	ACT EDUCATION & WORKFORCE (64)	600	MATERIALS AND SUPPLIES	\$ 5,400.00
000006049	1/11/2017	0100	AMAZON.COM	600	MATERIALS AND SUPPLIES	\$ 125.91
000006050	1/11/2017	0100	ACCURATE LABEL DESIGNS	500	OFFICE SUPPLIES	\$ 161.65
000006051	1/11/2017	0100	B AND H PHOTO-VIDEO	500	MATERIALS AND SUPPLIES	\$ 921.90
000006052	1/11/2017	0100	AMAZON.COM	600	MATERIALS AND SUPPLIES	\$ 150.65
000006053	1/11/2017	0100	A1 GOLF CARS, INC	500	REPAIRS BY VENDORS	\$ 1,113.28
000006054	1/11/2017	0100	BLICK, DICK (DICK BLICK)	500	MATERIALS AND SUPPLIES	\$ 69.90
000006055	1/11/2017	0100	STAPLES ADVANTAGE	018	MATERIALS AND SUPPLIES	\$ 117.84
000006056	1/11/2017	0100	AMAZON.COM	018	MATERIALS AND SUPPLIES	\$ 26.15
000006057	1/11/2017	0100	SCHOOL SPECIALTY, INC	600	MATERIALS AND SUPPLIES	\$ 20.90
000006058	1/11/2017	0100	SOUTHWEST SCHOOL/OFFICE SUPPLY	500	MATERIALS AND SUPPLIES	\$ 28.04
000006059	1/11/2017	0100	North Star Transportation	013	FLD. TRIPS BY PRV. CONTR	\$ 9,950.00
000006060	1/11/2017	0100	MISSION FEDERAL CREDIT UNION	600	MATERIALS AND SUPPLIES	\$ 96.20
000006061	1/12/2017	0100	AMAZON.COM	500	MATERIALS AND SUPPLIES	\$ 808.67
000006062	1/12/2017	0100	GOPHER SPORT	500	MATERIALS AND SUPPLIES	\$ 950.00
000006063	1/12/2017	0100	GUARDIAN ELEVATOR	012	REPAIRS BY VENDORS	\$ 1,500.00
					OTHER SERV.& OPER.EXP.	\$ 37,070.00
000006064	1/12/2017	0100	OFFICE DEPOT, INC	500	MATERIALS AND SUPPLIES	\$ 30.67
000006065	1/12/2017	0100	AMAZON.COM	600	MATERIALS AND SUPPLIES	\$ 1,613.56
000006066	1/12/2017	0100	DELTA BIOLOGICALS	600	MATERIALS AND SUPPLIES	\$ 1,142.28
000006067	1/12/2017	0100	PROJECT LEAD THE WAY, INC	600	NON-CAPITALIZED TECH EQUIPMENT	\$ 7,025.30
000006068	1/12/2017	0100	SAN DIEGO COUNTY OFFICE OF EDUCATION	012	CONFERENCE,WORKSHOP,SEM.	\$ 140.00
000006069	1/12/2017	1300	MISSION FEDERAL CREDIT UNION	014	MATERIALS AND SUPPLIES	\$ 341.51
000006070	1/12/2017	0100	AMAZON.COM	600	MATERIALS AND SUPPLIES	\$ 317.00
000006071	1/12/2017	2519	BREVIG PLUMBING	007	IMPROVEMENT	\$ 2,154.00
000006072	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 6,006.50
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006073	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 6,006.50
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006074	1/12/2017	0100	FRONTIER FENCE COMPANY INC	012	REPAIRS BY VENDORS	\$ 420.00
000006075	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 2,315.25
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006076	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 2,315.25
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006077	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 2,315.25
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006078	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 6,006.50
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006079	1/12/2017	0100	SEASIDE HEATING AND AIR COND	012	REPAIRS BY VENDORS	\$ 885.00
000006080	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 2,315.25
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006081	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 6,006.50
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006082	1/12/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 2,315.25
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006083	1/12/2017	0100	DOOR SERVICE & REPAIR, INC.	012	REPAIRS BY VENDORS	\$ 224.00
000006084	1/13/2017	0100	MISSION FEDERAL CREDIT UNION	500	MATERIALS AND SUPPLIES	\$ 106.67
000006085	1/13/2017	0100	AREY JONES ED SOLUTIONS	600	NON-CAPITALIZED TECH EQUIPMENT	\$ 2,162.54
000006086	1/13/2017	0100	FREDRICKS ELECTRIC INC	017	OTHER SERV.& OPER.EXP.	\$ 1,850.00
000006087	1/13/2017	0100	DOCUMENT TRACKING SERVICES	004	COMPUTER LICENSING	\$ 2,495.00
000006088	1/13/2017	0100	CENTER FOR COLLEGE READINESS	001	CONFERENCE,WORKSHOP,SEM.	\$ 2,475.00
000006089	1/17/2017	0100	APPERSON	500	MATERIALS AND SUPPLIES	\$ 423.90
000006090	1/17/2017	0100	CHARACTER COUNTS	500	MATERIALS AND SUPPLIES	\$ 56.49
000006091	1/17/2017	0100	EL NOPALITO RESTAURANT	600	REFRESHMENTS	\$ 205.00
000006092	1/17/2017	0100	WINSTON SCHOOL OF SAN DIEGO	002	SUB/OTHER CONTR-NPS	\$ 2,315.25
					OTHER CONTR-N.P.S.	\$ 25,000.00
000006093	1/17/2017	0100	MISSION FEDERAL CREDIT UNION	600	MATERIALS AND SUPPLIES	\$ 482.79
000006094	1/17/2017	0100	PESI	002	CONFERENCE,WORKSHOP,SEM.	\$ 429.99
000006095	1/17/2017	0100	A1 GOLF CARS, INC	500	REPAIRS BY VENDORS	\$ 1,113.28
000006096	1/18/2017	0100	C D W G.COM	600	NON-CAPITALIZED TECH EQUIPMENT	\$ 3,294.30
000006098	1/18/2017	0100	ACT EDUCATION & WORKFORCE (64)	600	MATERIALS AND SUPPLIES	\$ 8,430.36
000006099	1/18/2017	0100	EAGLE SOFTWARE	004	CONFERENCE,WORKSHOP,SEM.	\$ 3,450.00
000006100	1/18/2017	0100	C D W G.COM	600	NON-CAPITALIZED TECH EQUIPMENT	\$ 8,784.80
000006101	1/18/2017	0100	FRONTIER FENCE COMPANY INC	012	REPAIRS BY VENDORS	\$ 842.00
000006102	1/18/2017	0100	AMAZON.COM	600	MATERIALS AND SUPPLIES	\$ 131.39
000006103	1/18/2017	0100	COSTCO CARMEL MTN RANCH	600	MATERIALS AND SUPPLIES	\$ 1,000.00
000006104	1/18/2017	0100	SMART AND FINAL STORES CORP	600	MATERIALS AND SUPPLIES	\$ 1,000.00
000006105	1/18/2017	0100	SAN DIEGO PROJECT HEART BEAT	018	PROF/CONSULT./OPER EXP	\$ 365.00



## ITEM 15F

## PO REPORT JANUARY 11, 2017 THROUGH JANUARY 24, 2017

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
000006106	1/18/2017	0100	EN POINTE TECH SALES INC	017	COMPUTER LICENSING	\$ 31,080.00
000006107	1/18/2017	0100	M P S	500	TEXTBOOKS	\$ 3,786.18
000006108	1/18/2017	0100	CAROLINA BIOLOGICAL SUPPLY CO	600	MATERIALS AND SUPPLIES	\$ 919.69
000006109	1/18/2017	0100	AMERICAN CHEMICAL	500	MATERIALS AND SUPPLIES	\$ 128.49
000006110	1/18/2017	0100	SAN DIEGO COUNTY OFFICE OF EDUCATION	001	CONFERENCE,WORKSHOP,SEM.	\$ 75.00
000006111	1/18/2017	0100	APPERSON	500	MATERIALS AND SUPPLIES	\$ 267.43
000006112	1/18/2017	0100	APPERSON	500	MATERIALS AND SUPPLIES	\$ 168.70
000006113	1/19/2017	0100	FREY SCIENTIFIC	500	MATERIALS AND SUPPLIES	\$ 54.85
000006114	1/19/2017	0100	C D W G.COM	017	COMPUTER LICENSING	\$ 945.00
000006115	1/19/2017	0100	SAN DIEGO COUNTY OFFICE OF EDUCATION	001	CONFERENCE,WORKSHOP,SEM.	\$ 600.00
				500	CONFERENCE,WORKSHOP,SEM.	\$ 150.00
000006117	1/19/2017	0100	PACIFIC COAST GLAZING INC	012	REPAIRS BY VENDORS	\$ 3,400.00
000006118	1/19/2017	0100	BREVIG PLUMBING	012	REPAIRS BY VENDORS	\$ 3,773.00
000006119	1/19/2017	0100	BSN SPORTS, INC.,	012	REPAIRS BY VENDORS	\$ 1,257.36
000006120	1/19/2017	0100	ACT EDUCATION & WORKFORCE (64)	600	MATERIALS AND SUPPLIES	\$ 6,839.97
000006121	1/19/2017	0100	FULL SWING CONSTRUCTION INC	018	OTHER SERV.& OPER.EXP.	\$ 12,926.00
000006122	1/19/2017	0100	AMAZON.COM	500	MATERIALS AND SUPPLIES	\$ 50.93
000006123	1/19/2017	0100	PC & MACEXCHANGE	017	NON-CAPITALIZED TECH EQUIPMENT	\$ 1,452.47
000006124	1/19/2017	0100	SSID # 605515214	002	OTHER SERV.& OPER.EXP.	\$ 6,400.00
000006125	1/19/2017	0100	AMAZON.COM	500	MATERIALS AND SUPPLIES	\$ 132.53
000006126	1/19/2017	0100	CADA Leadership Program	600	CONFERENCE,WORKSHOP,SEM.	\$ 50.00
000006127	1/19/2017	0100	BLICK, DICK (DICK BLICK)	500	MATERIALS AND SUPPLIES	\$ 163.60
000006128	1/19/2017	0100	BLICK, DICK (DICK BLICK)	500	MATERIALS AND SUPPLIES	\$ 105.12
000006129	1/19/2017	0100	JOSTENS	500	MATERIALS AND SUPPLIES	\$ 2,000.00
000006130	1/19/2017	0100	KELVIN.COM	600	MATERIALS AND SUPPLIES	\$ 635.48
000006131	1/19/2017	0100	SEASIDE HEATING AND AIR COND	012	REPAIRS BY VENDORS	\$ 345.00
000006132	1/20/2017	1300	TAYLOR FREEZER	014	MATERIALS AND SUPPLIES	\$ 122.66
000006133	1/20/2017	0100	C D W G.COM	001	NON-CAPITALIZED TECH EQUIPMENT	\$ 2,584.24
				600	NON-CAPITALIZED TECH EQUIPMENT	\$ 5,246.79
000006134	1/20/2017	0100	JPT AMERICA INC	600	MATERIALS AND SUPPLIES	\$ 830.10
000006135	1/20/2017	0100	Follett School Solutions	001	TEXTBOOKS	\$ 1,161.76
000006136	1/20/2017	0100	ALTA COPY, PRINT, DESIGN	500	PRINTING	\$ 1,712.69
000006137	1/20/2017	0100	TCR SERVICES	500	MATERIALS AND SUPPLIES	\$ 197.08
000006138	1/20/2017	2519	ROESLING NAKAMURA	007	LAND IMPROVEMENTS	\$ 1,008.00
000006139	1/20/2017	0100	ONE DAY SIGNS	020	ADVERTISING	\$ 614.18
000006140	1/20/2017	0100	PITSCO	003	MATERIALS AND SUPPLIES	\$ 2,685.68
					NON CAPITALIZED EQUIP	\$ 1,580.62
000006141	1/20/2017	0100	SWEETWATER	003	MATERIALS AND SUPPLIES	\$ 3,215.26
000006142	1/20/2017	0100	DOVETAIL MARKETING COMPANY INC	020	ADVERTISING	\$ 496.41
000006143	1/20/2017	0100	ANDYMARK INC.	003	MATERIALS AND SUPPLIES	\$ 1,163.38
000006144	1/20/2017	0100	OFFICE SOLUTIONS BUSINESS	500	MATERIALS AND SUPPLIES	\$ 43.10
000006145	1/23/2017	0100	MISSION FEDERAL CREDIT UNION	500	MATERIALS AND SUPPLIES	\$ 113.95
000006146	1/23/2017	0100	INDEPENDENT FOUNDRY SUPPLY	003	MATERIALS AND SUPPLIES	\$ 457.63
000006147	1/23/2017	0100	COSCO FIRE PROTECTION	012	REPAIRS BY VENDORS	\$ 1,153.59
00004770A	1/11/2017	0100	OFFICE DEPOT, INC	013	OFFICE SUPPLIES	\$ 301.69
00005146B	1/13/2017	0100	AMAZON.COM	500	MATERIALS AND SUPPLIES	\$ 13.43
770018	1/18/2017	0100	STAPLES ADVANTAGE	018	MATERIALS AND SUPPLIES	\$ 1,754.74
770022	1/23/2017	0100	AMAZON.COM	500	MATERIALS AND SUPPLIES	\$ 27.96

NEW PURCHASE TOTAL	\$506,435.44
--------------------	--------------

## CHANGE ORDERS

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
000005840	1/13/2017	0100	LA CLASS TRANSPORTATION, LLC	013	FLD. TRIPS BY PRV. CONTR	\$15,000.00
000004983	1/20/2017	0100	SCHOOL SERVICES OF CA	021	PROF/CONSULT./OPER EXP	\$1,830.00
000005035	1/20/2017	0100	PACIFIC BACKFLOW	012	OTHER SERV.& OPER.EXP.	\$6,000.00
000005035	1/20/2017	0100	PACIFIC BACKFLOW	012	REPAIRS BY VENDORS	\$2,000.00
000003223	1/5/2017	2139	ERICKSON-HALL CONSTRUCTION	007	NEW CONSTRUCTION	\$18,482.32
000003223	1/5/2017	2139	ERICKSON-HALL CONSTRUCTION	007	NEW CONSTRUCTION	\$66,289.37
000003342	1/11/2017	2519	JOHN SERGIO FISHER & ASSOCIATES	007	IMPROVEMENT	\$2,778.00
000004217	1/5/2017	2139	JOHN SERGIO FISHER & ASSOCIATES	007	NEW CONSTRUCTION	\$36,150.00
000004426	1/5/2017	0100	STAPLES	500	MATERIALS AND SUPPLIES	\$500.00
000004844	12/16/2016	0100	COSTCO CARLSBAD	500	MATERIALS AND SUPPLIES	\$200.00
000004903	1/10/2017	0100	STAPLES ADVANTAGE	500	DUPLICATING SUPPLIES	\$1,000.00
000004911	1/10/2017	0100	STAPLES ADVANTAGE	500	MATERIALS AND SUPPLIES	\$500.00
000004913	1/16/2016	2139	SVA	007	NEW CONSTRUCTION	\$3,500.00
000004931	1/5/2017	1300	NIKKO ENTERPRISE	014	PURCHASES FOOD	\$9,000.00
000004937	1/10/2017	0100	DUNCAN (#779)	002	OTHER SERV.& OPER.EXP.	\$ 44,980.00
000005200	1/13/2017	0100	CDWG.COM	017	NON-CAPITALIZED TECH EQUIPMENT	\$ 564.47

## ITEM 15F

## PO REPORT JANUARY 11, 2017 THROUGH JANUARY 24, 2017

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
0000005228	1/10/2017	0100	CDWG.COM	600	NON-CAPITALIZED TECH EQUIPMENT	\$ 274.24
0000005378	1/18/2017	0100	MCLOGAN	003	MATERIALS AND SUPPLIES	\$ 1,000.00
0000005498	1/19/2017	0100	SMART & FINAL	000	MATERIALS AND SUPPLIES	\$ 400.00
0000005612	12/5/2016	0100	SDCOE	001	CONFERENCE,WORKSHOP,SEM.	\$ 150.00
0000005971	1/18/2017	0100	CTB MCGRAW HILL	003	COMPUTER LICENSING	\$ 2,300.30
231209	12/16/2016	2519	CALIFORNIA CONSTRUCTION MANAGEMENT	007	PROF/CONSULT./OPER EXP	\$ 8,800.00
242063	12/16/2016	2139	LIONAKIS	007	NEW CONSTRUCTION	\$ 10,500.00
250103A	1/5/2017	2519	LITTLE DIVERSIFIED ARCHITECT	007	PROF/CONSULT./OPER EXP	\$ 13,140.00
251454	8/25/2016	2139	WESTBERG & WHITE	007	NEW CONSTRUCTION	\$ 51,600.00
251454	12/16/2016	2139	WESTBERG & WHITE	007	NEW CONSTRUCTION	\$ 30,500.00

CHANGE ORDER TOTAL	\$327,438.70
--------------------	--------------

REPORT TOTAL	\$833,874.14
--------------	--------------

ITEM 15F

Individual Membership Listings  
For the Period of January 11, 2017 through January 24, 2017

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
------------------------------	--------------------------	---------------

None to report

## ITEM 15F

## WARRANT REPORT FROM 01/10/16 THROUGH 01/24/17

WARRANT NBR	DATE	VENDOR	FUND	DESCRIPTION	AMOUNT
14206755	1/10/2017	SSID #2173691845	0100	Mediation Settlements	\$ 3,625.00
14206756	1/10/2017	REKA INCZE	0100	Mileage	\$ 86.40
14206757	1/10/2017	Nicole Nawabi Smith	1300	Food Service Sales Sda	\$ 6.50
14206758	1/10/2017	LJD	0100	Materials And Supplies	\$ 345.50
14206759	1/10/2017	Tenancingo, LLC	1300	Purchases Food	\$ 6,693.20
14206760	1/10/2017	A1 GOLF CARS, INC	0100	Repairs & Maintenance	\$ 1,203.79
14206761	1/10/2017	ADVANCED WEB OFFSET	0100	Printing	\$ 1,394.23
14206762	1/10/2017	APPERSON	0100	Materials And Supplies	\$ 212.40
14206763	1/10/2017	BLICK ART MATERIALS	0100	Materials And Supplies	\$ 37.53
14206764	1/10/2017	BYROM-DAVEY, INC.	0100	Equipment	\$ 1,166.22
			2519	Equipment	\$ 228.78
14206765	1/10/2017	C D W G.COM	0100	Non-Capitalized Tech Equipment	\$ 34,889.60
14206766	1/10/2017	CAROLINA BIOLOGICAL SUPPLY CO	0100	Materials And Supplies	\$ 2,626.21
14206767	1/10/2017	FAGEN FRIEDMAN & FULFROST, LLP	0100	Legal Exp-Business	\$ 7,045.86
				Legal Exp-Personnel	\$ 753.34
14206768	1/10/2017	FREDRICKS ELECTRIC INC	0100	Repairs & Maintenance	\$ 471.00
14206769	1/10/2017	SCOTT FROESE	0100	Mileage	\$ 37.26
14206770	1/10/2017	FRONTIER FENCE COMPANY INC	0100	Repairs & Maintenance	\$ 525.00
14206771	1/10/2017	KAREN GEASLIN	0100	Mileage	\$ 34.56
14206772	1/10/2017	DARIC HORWEDEL	0100	Mileage	\$ 31.32
14206773	1/10/2017	MICHELLE MCNEFF	0100	Conference,Workshop,Sem.	\$ 556.48
14206774	1/10/2017	PACWEST AIR FILTER	0100	Bldg.-Repair Materials	\$ 157.57
14206775	1/10/2017	DELORES PERLEY REVOLVING CASH	0100	At Will Classified Emp.	\$ 64.64
				Bank Charges	\$ 24.45
				Instr.Aides-Tutors	\$ 465.49
				Materials And Supplies	\$ 173.41
				Spec Ed Student Stipends	\$ 4,760.00
				Teacher Sal-Regular	\$ 2,800.00
			1300	Purchases Food	\$ 8.36
				Purchases Supplies	\$ 11.88
14206776	1/10/2017	PROCURETECH	0100	Computer Supplies	\$ 130.51
14206777	1/10/2017	SAROYAN LUMBER	0100	Materials And Supplies	\$ 461.07
14206778	1/10/2017	STAPLES ADVANTAGE	0100	Duplicating Supplies	\$ 2,617.06
				Materials And Supplies	\$ 618.78
				Other Transport.Supplies	\$ 258.68
14206780	1/10/2017	WAXIE SANITARY SUPPLY	0100	Custodial Materials	\$ 733.49
14206781	1/10/2017	XEROX CORPORATION	0100	Copy Charges	\$ 465.81
				Rents & Leases	\$ 621.92
				Tires	\$ 2,213.33
14207397	1/11/2017	SSID #2065154185	0100	Mediation Settlements	\$ 767.34
14207398	1/11/2017	CALIFORNIA SPORT DESIGN	0100	Materials And Supplies	\$ 268.92
14207399	1/11/2017	Chelsea Pest & Termite Control	0100	Pest Control	\$ 10,055.00
14207400	1/11/2017	FOUNDATION FOR EDUC ADMINISTRATION	0100	Conference,Workshop,Sem.	\$ 439.00
14207401	1/11/2017	ADVANTAGE A PAYCHEX COMPANY	0100	Other Serv.& Oper.Exp.	\$ 297.51
14207402	1/11/2017	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	0100	Legal Expense	\$ 13,402.33
14207403	1/11/2017	BANYAN TREE EDUCATIONAL SERVICES, INC.	0100	Other Contr-N.P.A.	\$ 1,621.25
				Other Contr-N.P.S.	\$ 52,665.95
14207405	1/11/2017	COMM USA INC	0100	Materials And Supplies	\$ 799.20
14207406	1/11/2017	DEMCO INC	0100	Materials And Supplies	\$ 165.17
14207407	1/11/2017	ERICKSON-HALL CONSTRUCTION CO	2139	New Construction	\$ 112,374.26
14207408	1/11/2017	FAGEN FRIEDMAN & FULFROST, LLP	0100	Legal Exp-Personnel	\$ 2,001.15
14207409	1/11/2017	CORELOGIC SOLUTIONS, LLC	0100	Computer Licensing	\$ 190.30
14207410	1/11/2017	SSID# 2156968315	0100	Pay In Lieu Of Transp>	\$ 1,028.16
14207411	1/11/2017	FREDRICKS ELECTRIC INC	2139	Equipment Replacement	\$ 22,073.26
14207412	1/11/2017	MAXIM HEALTHCARE SERVICES INC	0100	Other Contr-N.P.A.	\$ 14,621.64
14207413	1/11/2017	MERCURY DISPOSAL SYSTEM INC	0100	Hazardous Waste Disposal	\$ 312.14
14207414	1/11/2017	SSID# 8139959458	0100	Pay In Lieu Of Transp>	\$ 502.20
14207415	1/11/2017	MOBILE MODULAR MANAGEMENT CORP	2519	Rents & Leases	\$ 1,065.00

## ITEM 15F

## WARRANT REPORT FROM 01/10/16 THROUGH 01/24/17

14207416	1/11/2017	MOBILE MODULAR MANAGEMENT CORP	2139	New Construction	\$ 10,540.76
14207417	1/11/2017	NO CTY STUDENT TRANSPORTATION	0100	Fld. Trips By Prv. Contr Subagreements For Services	\$ 558.31 \$ 2,134.58
14207418	1/11/2017	P AND R PAPER SUPPLY CO.	1300	Purchases Supplies	\$ 2,011.70
14207419	1/11/2017	REGENTS BANK	2139	New Construction	\$ 2,881.39
14207420	1/11/2017	SAN DIEGO COUNTY OFFICE OF EDUCATION	0100	Conference,Workshop,Sem.	\$ 1,250.00
14207421	1/11/2017	SAN DIEGO SCENIC TOURS, INC.	0100	Fld. Trips By Prv. Contr	\$ 5,341.15
14207422	1/11/2017	STAPLES ADVANTAGE	0100	Duplicating Supplies Materials And Supplies Legal Expense	\$ 1,308.53 \$ 1,750.56 \$ 1,611.00
14207424	1/11/2017	SUN DIEGO CHARTER COMPANY	0100	Fld. Trips By Prv. Contr	\$ 685.94
14207425	1/11/2017	WILLIAMS SCOTSMAN, INC.	2139	New Construction	\$ 1,812.00
14208137	1/12/2017	HOFMAN PLANNING & ENGINEERING	2139	New Construction	\$ 1,360.00
14208138	1/12/2017	SSID #2173691845	0100	Mediation Settlements	\$ 7,080.00
14208139	1/12/2017	North Star Transportation	0100	Fld. Trips By Prv. Contr	\$ 2,264.00
14208140	1/12/2017	AREY JONES ED SOLUTIONS	0100	Non-Capitalized Tech Equipment	\$ 2,793.40
14208141	1/12/2017	BERT'S OFFICE TRAILERS	0100	Rents & Leases	\$ 144.39
14208142	1/12/2017	CONSULTING & INSPECTION SVCS	2139	New Construction	\$ 32,200.00
14208143	1/12/2017	GRAINGER	0100	Non-Capitalized Equipment	\$ 655.45
14208144	1/12/2017	HOME DEPOT CREDIT SERVICES	0100	Bldg.-Repair Materials Materials And Supplies	\$ 2,014.07 \$ 997.51
14208147	1/12/2017	NAPA AUTO PARTS	0100	Materials-Vehicle Parts Other Transport.Supplies	\$ 1,586.58 \$ 7.01
14208148	1/12/2017	NO CTY STUDENT TRANSPORTATION	0100	Subagreements For Services	\$ 13,191.37
14208150	1/12/2017	NOVA SERVICES	2139	New Construction	\$ 3,040.20
14208151	1/12/2017	PALOMAR REPROGRAPHICS, INC.	0100	Printing	\$ 46.81
14208152	1/12/2017	PALOMAR REPROGRAPHICS, INC.	2139	New Construction	\$ 126.61
14208153	1/12/2017	SIEMENS INDUSTRY, INC.	0100	Repairs & Maintenance	\$ 15,224.50
14208154	1/12/2017	SIMPLEX GRINNELL LP	0100	Repairs & Maintenance Materials And Supplies Office Supplies	\$ 467.00 \$ 3,678.11 \$ 85.37
14208828	1/13/2017	CINDY SKEBER	0100	Materials And Supplies	\$ 8.64
14208829	1/13/2017	ANNA WEIRATHER	0100	Mileage	\$ 85.86
14208830	1/13/2017	US BANK NATIONAL ASSOC.	2139	New Construction	\$ 60,747.38
14208831	1/13/2017	ERIN CHARNOW	0100	Conference,Workshop,Sem.	\$ 19.54
14208832	1/13/2017	Harbottle Law Group	0100	Legal Expense	\$ 2,913.57
14208833	1/13/2017	SITEONE LANDSCAPE SUPPLY	0100	Grounds Materials	\$ 406.26
14208834	1/13/2017	MIE BUSKIRK	0100	Mileage	\$ 84.24
14208835	1/13/2017	Terri Storch	0100	Mileage	\$ 127.50
14208836	1/13/2017	NANCY DENTON	1300	Food Service Sales Sda	\$ 23.50
14208837	1/13/2017	A1 GOLF CARS, INC	0100	Repairs & Maintenance	\$ 1,113.28
14208838	1/13/2017	ACT	0100	Materials And Supplies	\$ 5,400.00
14208839	1/13/2017	A&R FOOD DISTRIBUTORS	1300	Purchases Food	\$ 16,482.62
14208840	1/13/2017	AT&T	0100	Communications-Telephone	\$ 63,724.48
14208841	1/13/2017	AMANDA J. GRETSCH, INC.	0100	Professional/Consult Svs	\$ 4,187.50
14208842	1/13/2017	ALTERNATIVE TEACHING STRATEGY CTR	0100	Mediation Settlements	\$ 5,370.00
14208843	1/13/2017	BALFOUR BEATTY CONSTRUCTION,	2139	New Construction	\$ 231,020.05
14208844	1/13/2017	SSID# 1010419255	0100	Pay In Lieu Of Transp>	\$ 459.65
14208845	1/13/2017	CARMEN BLUM	0100	Mileage	\$ 106.38
14208846	1/13/2017	BREVIK PLUMBING	0100	Repairs & Maintenance	\$ 974.00
14208847	1/13/2017	COLWELL, MATTHEW	0100	Mileage	\$ 273.24
14208848	1/13/2017	COSTCO CARLSBAD	0100	Materials And Supplies	\$ 86.83
14208849	1/13/2017	COX COMMUNICATIONS	0100	Communications-Telephone	\$ 818.92
14208850	1/13/2017	DEBRA CRUSE	0100	Mileage	\$ 88.56
14208851	1/13/2017	SPARKLETTS	0100	Materials And Supplies	\$ 671.58
14208852	1/13/2017	TIFFANY M. FINDELL	0100	Conference,Workshop,Sem.	\$ 31.32
14208853	1/13/2017	KAREN GEASLIN	0100	Mileage	\$ 54.00
14208854	1/13/2017	GOLDFIELD STAGE & COMPANY	0100	Fld. Trips By Prv. Contr	\$ 1,733.90
14208855	1/13/2017	GRAND PACIFIC CHARTER	0100	Fld. Trips By Prv. Contr	\$ 1,488.75

## ITEM 15F

## WARRANT REPORT FROM 01/10/16 THROUGH 01/24/17

14208856	1/13/2017	JODIE K SCHULLER & ASSOCIATES	0100	Other Contr-N.P.A.	\$ 8,400.00
14208857	1/13/2017	HEATHER LUTZ	0100	Mileage	\$ 70.74
14208858	1/13/2017	JASON MARDEN	0100	Mileage	\$ 114.48
14208859	1/13/2017	MCCARTHY BUILDING COMPANY, INC	2139	New Construction	\$ 2,385,090.96
14208860	1/13/2017	ERIC NEUBAUER	0100	Materials And Supplies	\$ 94.02
14208861	1/13/2017	NCTD	0100	Fees - Business, Admission,Etc	\$ 1,736.00
14208862	1/13/2017	OLIVENHAIN MUNICIPAL WATER DST	0100	Gas & Electric Water	\$ 235.82 \$ 7,459.29
14208863	1/13/2017	OPTIMUM FLOOR CARE	0100	Repairs & Maintenance	\$ 20.00
14208864	1/13/2017	PARRINGTON, ROBERT A.	0100	Mileage	\$ 77.01
14208865	1/13/2017	ANTHONY PAVLOVICH	0100	Conference,Workshop,Sem.	\$ 487.05
14208866	1/13/2017	SAFETY GLASSES USA, INC.	0100	Materials And Supplies	\$ 412.80
14208867	1/13/2017	SAN DIEGUITO WATER DISTRICT	0100	Water	\$ 1,396.92
14208868	1/13/2017	JOANN SCHULTZ	0100	Materials And Supplies	\$ 16.55
14208869	1/13/2017	SIEMENS INDUSTRY, INC.	2139	Improvements	\$ 78,975.18
14208870	1/13/2017	SOL TRANSPORTATION, INC.	0100	Spec.Ed.Transportation	\$ 22,597.75
14208871	1/13/2017	ADRIENNE ST GEORGE CAVANAUGH	0100	Mileage	\$ 424.44
14208872	1/13/2017	KATHRYN STEVENS	0100	Conference,Workshop,Sem.	\$ 716.14
14208873	1/13/2017	BENJAMIN TAYLOR	0100	Conference,Workshop,Sem.	\$ 682.76
14208874	1/13/2017	DAYNE TSUDA	0100	Mileage	\$ 111.78
14208875	1/13/2017	JOEL VAN HOOSER	0100	Mileage	\$ 115.56
14208876	1/13/2017	MEREDITH WADLEY AMSBAUGH	0100	Mileage Refreshments	\$ 130.14 \$ 135.41
14208877	1/13/2017	WEIBEL, MARIAH	0100	Conference,Workshop,Sem.	\$ 710.80
14209380	1/17/2017	MARISA THOMPSON	0100	Conference,Workshop,Sem.	\$ 138.00
14209381	1/17/2017	DANIELLE MACRORIE	0100	Conference,Workshop,Sem.	\$ 29.84
14209382	1/17/2017	Katie Stapko	0100	Conference,Workshop,Sem.	\$ 390.00
14209383	1/17/2017	DAVID SAMUELSON	0100	Mileage	\$ 34.56
14209384	1/17/2017	AT&T	0100	Communications-Telephone	\$ 50.79
14209385	1/17/2017	SYNCB/AMAZON	0100	Materials And Supplies Non-Capitalized Tech Equipment	\$ 8,835.97 \$ 1,261.16
14209388	1/17/2017	CHERYL COOPER	0100	Conference,Workshop,Sem.	\$ 58.40
14209389	1/17/2017	ELIZABETH DELVAL	0100	Conference,Workshop,Sem.	\$ 32.40
14209390	1/17/2017	FREDRICKS ELECTRIC INC	2139	Improvements	\$ 605.00
14209391	1/17/2017	NATHAN MOLINA	0100	Conference,Workshop,Sem.	\$ 75.78
14209392	1/17/2017	PROCURETECH	0100	Computer Supplies	\$ 1,321.20
14209393	1/17/2017	SAN DIEGO GAS & ELECTRIC CO	0100	Compressed Natrl Gas (Cng) Gas & Electric	\$ 601.52 \$ 103,738.64
14209394	1/17/2017	SEASIDE HEATING AND AIR COND	0100	Repairs & Maintenance	\$ 885.00
14209395	1/17/2017	SIMPLEX GRINNELL LP	0100	Repairs & Maintenance	\$ 3,550.69
14209396	1/17/2017	STAPLES ADVANTAGE	0100	Printing	\$ 20,425.25
14209397	1/17/2017	TCR SERVICES	0100	Computer Supplies Materials And Supplies	\$ 35.59 \$ 1,192.64
			1300	Office Supplies	\$ 129.19
14209398	1/17/2017	AMERICAN EXPRESS	0100	Other Serv.& Oper.Exp.	\$ 286.90
14209906	1/18/2017	COSTCO CARMEL MTN RANCH	0100	Refreshments	\$ 54.55
14209907	1/18/2017	RICE UNIVERSITY	0100	Conference,Workshop,Sem.	\$ 2,475.00
14209908	1/18/2017	ACCURATE LABEL DESIGNS	0100	Materials And Supplies	\$ 572.90
14209909	1/18/2017	BLICK ART MATERIALS	0100	Materials And Supplies	\$ 103.70
14209910	1/18/2017	FRONTIER FENCE COMPANY INC	2519	Land Improvements	\$ 5,906.00
14209911	1/18/2017	HOLLANDIA DAIRY	1300	Purchases Food	\$ 2,775.67
14209912	1/18/2017	MRC360 AKA MR COPY	0100	Duplicating Supplies	\$ 537.31
14209913	1/18/2017	SOCO GROUP, INC.	0100	Fuel	\$ 22,802.37
14209914	1/18/2017	WINSTON SCHOOL OF SAN DIEGO	0100	Other Contr-N.P.S.	\$ 71,610.25
14210523	1/19/2017	OXFORD UNIVERSITY PRESS	0100	Materials And Supplies	\$ 870.12
14210524	1/19/2017	DAVIS DEMOGRAPHICS & PLANNING	2519	Professional/Consult Svs	\$ 10,200.00
14210525	1/19/2017	GUARDIAN ELEVATOR	0100	Other Serv.& Oper.Exp.	\$ 9,267.50
14210526	1/19/2017	SHELL	1300	Fuel	\$ 39.55
14210527	1/19/2017	STAPLES ADVANTAGE	0100	Materials And Supplies	\$ 651.93

## ITEM 15F

## WARRANT REPORT FROM 01/10/16 THROUGH 01/24/17

				Office Supplies	\$ 286.56
14210528	1/19/2017	STAPLES ADVANTAGE	2139	Equipment	\$ 68,623.14
14210529	1/19/2017	SVA ARCHITECTS, INC.	2139	Land Improvements	\$ 3,183.66
14210530	1/19/2017	TCR SERVICES	0100	Computer Supplies	\$ 183.07
				Materials And Supplies	\$ 636.52
14210531	1/19/2017	WESTERN FLOORING, INC.	0100	Repairs & Maintenance	\$ 1,640.01
14210532	1/19/2017	XEROX CORPORATION	0100	Copy Charges	\$ 499.75
				Rents & Leases	\$ 2,135.05
14211171	1/20/2017	TK1SC INC	2139	New Construction	\$ 2,475.00
14211172	1/20/2017	RALL, MARY	0100	Materials And Supplies	\$ 53.71
14211173	1/20/2017	DANIELLE MACRORIE	0100	Conference,Workshop,Sem.	\$ 25.92
14211174	1/20/2017	MARIA LINDLEY	0100	Mileage	\$ 36.07
14211175	1/20/2017	LUNA GRILL	0100	Refreshments	\$ 214.42
14211176	1/20/2017	HISTORYSAGE.COM	0100	Materials And Supplies	\$ 364.91
14211177	1/20/2017	MARK MILLER	0100	Mileage	\$ 51.84
14211178	1/20/2017	NOEL BANUELOS	0100	Conference,Workshop,Sem.	\$ 600.02
14211179	1/20/2017	JANE CAPLES	0100	Conference,Workshop,Sem.	\$ 533.44
14211180	1/20/2017	AT&T LONG DISTANCE	0100	Communications-Telephone	\$ 15.82
14211181	1/20/2017	ERIC DILL	0100	Mileage	\$ 277.08
14211182	1/20/2017	DOOR SERVICE & REPAIR, INC.	0100	Repairs & Maintenance	\$ 224.00
14211183	1/20/2017	IPROMOTEU	0100	Materials And Supplies	\$ 195.62
14211184	1/20/2017	DUNN EDWARDS CORP	0100	Bldg.-Repair Materials	\$ 137.27
14211185	1/20/2017	ENCINITAS FORD	0100	Repairs-Vehicles	\$ 11,562.56
14211186	1/20/2017	FREE FORM CLAY & SUPPLY	0100	Materials And Supplies	\$ 455.10
14211187	1/20/2017	FRONTIER FENCE COMPANY INC	0100	Repairs & Maintenance	\$ 420.00
14211188	1/20/2017	KRISTINE GOTTA	0100	Mileage	\$ 36.40
14211189	1/20/2017	DONNA GREENBAUM	0100	Mileage	\$ 5.40
14211190	1/20/2017	HAWTHORNE LIFT SYSTEMS	0100	Repairs & Maintenance	\$ 136.63
14211191	1/20/2017	LAWNMOWERS PLUS INC	0100	Repairs & Maintenance	\$ 207.33
14211192	1/20/2017	LEUCADIA PIZZERIA	0100	Refreshments	\$ 48.12
14211193	1/20/2017	LLOYD PEST CONTROL	1300	Other Serv.& Oper.Exp.	\$ 403.00
14211194	1/20/2017	MARIAM, RICK	1300	Mileage	\$ 180.36
14211195	1/20/2017	MATHESON TRI-GAS INC	0100	Materials And Supplies	\$ 243.77
14211196	1/20/2017	PETERSON, TINA	0100	Materials And Supplies	\$ 170.00
14211197	1/20/2017	SAN DIEGO CITY TREASURER	0100	Sewer Charges	\$ 1,271.17
				Water	\$ 4,017.34
14211198	1/20/2017	SAN DIEGO COUNTY OFFICE OF EDUCATION	0100	Conference,Workshop,Sem.	\$ 75.00
14211199	1/20/2017	SCHOOL SERVICES OF CALIFORNIA, INC.	0100	Professional/Consult Svs	\$ 295.00
14211200	1/20/2017	SIMPLEX GRINNELL LP	0100	Repairs & Maintenance	\$ 293.50
14211201	1/20/2017	STAPLES ADVANTAGE	0100	Duplicating Supplies	\$ 1,321.16
				Materials And Supplies	\$ 1,997.56
14211203	1/20/2017	TWINING, INC.	2139	New Construction	\$ 6,785.00
14211204	1/20/2017	XEROX CORPORATION	0100	Copy Charges	\$ 3,884.64
				Duplicating Supplies	\$ 150.98
				Rents & Leases	\$ 8,319.88
14211757	1/23/2017	Public Storage	2139	New Construction	\$ 415.00
14211758	1/23/2017	CADA Leadership Program	0100	Conference,Workshop,Sem.	\$ 50.00
14211759	1/23/2017	TOLEDO PHYSICAL EDUCATION SUPPLY	0100	Materials And Supplies	\$ 214.86
14211760	1/23/2017	C D L SERVICES INC	0100	Custodial Materials	\$ 9,721.84
14211761	1/23/2017	A1 GOLF CARS, INC	0100	Repairs & Maintenance	\$ 165.63
14211762	1/23/2017	AMERICAN CHEMICAL	0100	Custodial Materials	\$ 3,018.01
				Materials And Supplies	\$ 466.56
14211763	1/23/2017	C D W G.COM	0100	Materials And Supplies	\$ 1,484.68
				Non-Capitalized Tech Equipment	\$ 3,444.28
14211764	1/23/2017	CA AGRI CONTROL INC	0100	Pest Control	\$ 700.00
14211765	1/23/2017	CA DEPT OF EDUCATION	1300	Purchases Food	\$ 488.80
14211766	1/23/2017	EDCO DISPOSAL CORPORATION	0100	Rubbish Disposal	\$ 9,743.28
14211767	1/23/2017	EDUCATIONAL DATA SYSTEMS, INC.	0100	Materials And Supplies	\$ 104.42
14211768	1/23/2017	ERICKSON-HALL CONSTRUCTION CO	2139	New Construction	\$ 730,139.76



## ITEM 15F

## WARRANT REPORT FROM 01/10/16 THROUGH 01/24/17

14211769	1/23/2017	LIONAKIS	2139	New Construction	\$ 35,715.00
14211770	1/23/2017	NASCO MODESTO	0100	Materials And Supplies	\$ 43.48
14211771	1/23/2017	OPTIMUM FLOORCARE	0100	Repairs & Maintenance	\$ 462.46
14211772	1/23/2017	PERMA BOUND	0100	Books Other Than Textbooks	\$ 10,187.85
14211773	1/23/2017	PREMIER AGENDAS INC	0100	Materials And Supplies	\$ 20.90
14211774	1/23/2017	PROCURETECH	0100	Computer Supplies	\$ 178.31
14211775	1/23/2017	RANCHO SANTA FE SEC SYSTEMS	0100	Other Serv.& Oper.Exp. Security Guard Contract	\$ 800.00 \$ 455.00
14211776	1/23/2017	Rehab United	0100	Professional/Consult Svs	\$ 41,250.00
14211777	1/23/2017	ROESLING NAKAMURA	2519	Land Improvements	\$ 1,008.00
14211778	1/23/2017	City of San Diego	0100	Professional/Consult Svs	\$ 365.00
14211779	1/23/2017	SO-CAL DOMINOIDS	1300	Purchases Food	\$ 3,659.60
14211780	1/23/2017	STAPLES ADVANTAGE	0100	Duplicating Supplies Materials And Supplies Legal Expense	\$ 1,796.20 \$ 2,033.54 \$ 1,145.25
14211782	1/23/2017	SVA ARCHITECTS, INC.	2139	New Construction	\$ 68,739.50
14211783	1/23/2017	TCR SERVICES	0100	Materials And Supplies	\$ 129.19
14211784	1/23/2017	TWINING, INC.	2139	Improvements	\$ 2,720.00
14211785	1/23/2017	WAXIE SANITARY SUPPLY	0100	Custodial Materials	\$ 280.47
14211786	1/23/2017	WESTERN ENVIRONMENTAL & SAFETY	0100	Other Serv.& Oper.Exp.	\$ 1,645.00
14212537	1/24/2017	ACT	0100	Materials And Supplies	\$ 7,824.00
14212538	1/24/2017	BREVIG PLUMBING	2519	Improvements	\$ 2,154.00
14212539	1/24/2017	FROGUTS INC	0100	Computer Licensing	\$ 807.30
14212540	1/24/2017	MATHESON TRI-GAS INC	0100	Materials And Supplies	\$ 1,769.26
14212541	1/24/2017	NO CTY STUDENT TRANSPORTATION	0100	Subagreements For Services Repairs & Maintenance	\$ 6,857.98 \$ 840.49
14212544	1/24/2017	PROCURETECH	0100	Computer Supplies	\$ 96.53
14212545	1/24/2017	RANCHO SANTA FE SEC SYSTEMS	0100	Other Serv.& Oper.Exp.	\$ 400.00
14212546	1/24/2017	SAN DIEGO FITNESS SERVICES	0100	Materials And Supplies Repairs & Maintenance	\$ 78.00 \$ 117.00
14212547	1/24/2017	SAN DIEGO SCENIC TOURS, INC.	0100	Fld. Trips By Prv. Contr	\$ 3,336.20
14212548	1/24/2017	STAPLES ADVANTAGE	1300	Office Supplies	\$ 74.60
14212549	1/24/2017	TOP OF THE BAGEL	1300	Purchases Food	\$ 47.92

Report Total

\$ 4,694,181.16

## ITEM 15F

## RCF REPORT FROM 1/10/17 THROUGH 01/24/17

CK NBR	DATE	NAME/VENDOR	DESCRIPTION	AMOUNT
11427	01/10/2017	SAN DIEGUITO UHSD	TPP, WORKABILITY, BANK FEE	3,841.08
11428	01/10/2017	SUSAN BOUCHARD	PETTY CASH REIMBURSEMENT	82.98
11429	01/12/2017	MARY JEANNETTE LINDEBAK	PETTY CASH REIMBURSEMENT	70.12
11430	01/12/2017	RYLAND WICKMAN	PETTY CASH REIMBURSEMENT	43.15
11431	01/17/2017	VOID CHECKS	VOID: VOID CHECK	0.00
11432	01/23/2017	BRIAN CRIST	PAYROLL: December 2016	32.33

Report Total

4,069.66

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** John Addleman, Exec. Director Planning Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL / RATIFICATION OF  
AGREEMENTS / FACILITIES PLANNING &  
CONSTRUCTION

-----

### EXECUTIVE SUMMARY

The attached Proposition AA report summarizes four (4) agreements:

An agreement with Subsurface Surveys & Associates, Inc., to provide geophysical survey services district wide.

An agreement with Fredricks Electric, Inc., to provide and install fiber optics and data cabling at Earl Warren Middle School, with pricing based on the unit price contract previously awarded to Fredricks Electric, Inc.

An agreement with School Safety Operations, Inc., to provide security consulting services, conduct a district wide security assessment, and assist the district in improving security at its facilities. On December 6, 2016, district staff reviewed the proposals submitted in response to its Request For Proposals (RFP) CB2017-03 for security consultant services, district wide. Of the five firms responding, 2 were responsive and responsible. After a comprehensive review by an evaluation committee, School Safety Operations was deemed to offer the best overall approach and value.

An agreement with McCarthy Building Companies, Inc., ("McCarthy") to provide preconstruction services for the Torrey Pines High School Phase 3 New Performing Arts Center, Culinary Art Classroom Modernization and Parking Lot Improvements Project. McCarthy is among the builders qualified to participate in the pool of builders through their response to Request For Qualifications (RFQ) CB2017-01 as approved by the Board of Trustees on December 8, 2016.

ITEM 15G

**RECOMMENDATION:**

It is recommended that the Board approve and/or ratify the professional services contracts and authorize Douglas B. Gilbert, Delores L. Perley, or Eric R. Dill to execute the agreements, as noted in the attached supplement.

**FUNDING SOURCE:**

As noted on the attached chart.

## ITEM 15G

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

**PROPOSITION AA – AGREEMENTS  
FACILITIES PLANNING & CONSTRUCTION****Board Meeting Date: 02-02-17**

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
02/03/17 – 02/02/18	Subsurface Surveys & Associates, Inc.	To provide geophysical survey services district wide.	The Fund To Which The Project Is Charged	Time & Materials Basis
02/03/17 – Completion	Fredricks Electric, Inc.	To provide and install fiber optics and data cabling at the Earl Warren Middle School Campus Reconstruction Project.	Building Fund Prop 39 – Fund 21-39	\$189,939.30
02/03/17 – Completion	School Safety Operations, Inc.	To provide security consultant/security assessment services district wide.	Mello-Roos Funds	\$65,900.00 For Initial Assessment with Additional Training Services at \$2,500 Per Day
02/03/17 – Completion	McCarthy Building Companies, Inc.	To provide preconstruction services for the Torrey Pines High School Phase 3 New Performing Arts Center, Culinary Art Classroom Modernization and Parking Lot Improvements Project.	Building Fund Prop 39 – Fund 21-39	\$85,000.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** John Addleman, Exec. Director Planning Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL / RATIFICATION OF AMENDMENTS  
TO PROFESSIONAL SERVICES CONTRACTS /  
FACILITIES PLANNING & CONSTRUCTION

-----

### EXECUTIVE SUMMARY

The attached Professional Services Report/Proposition AA summarizes amendments to five (5) existing contracts.

An agreement with Class Leasing, Inc., to purchase (2) relocatable classroom buildings for the Adult Transition Program at Earl Warren Middle School, increasing the amount due to the requirement for a larger crane for safe delivery and installation of the buildings.

An agreement with Bissiri Studios, for continuing architectural/engineering services to obtain Division of State Architecture (DSA) certification of the Torrey Pines High School Dug-Outs Project.

Three agreements are with Digital Networks Groups, Inc., to provide and install multi-media, sound and audio-visual equipment in the new B Building at Canyon Crest Academy, the new Math & Science Classroom Building at San Dieguito High School Academy; and at the Earl Warren Middle School Campus. The cost of providing payment and performance bonds was inadvertently excluded from the original project estimates and this action revises those estimates.

### RECOMMENDATION:

It is recommended that the Board approve and/or ratify the amendments to professional services contracts, and authorize Douglas B. Gilbert or Eric R. Dill to execute the amendments to agreements, as noted in the attached supplement.

### FUNDING SOURCE:

As noted on the attached chart.

## ITEM 15H

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

FACILITIES PLANNING & CONSTRUCTION – AMENDMENTSBoard Meeting Date: 02-02-17

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
08/09/16 – Completion	Class Leasing, LLC	To amend contract CA2017-16 to purchase (2) relocatable classroom buildings for the Adult Transition Program at Earl Warren Middle School.	Capital Facilities Fund 25-19 and Mello-Roos Funds	Additional \$3,187.50.00 for a new total of \$442,205.50
05/13/16– Completion	Bissiri Studios	To amend contract CA2016-26 for architectural/engineering services for the Torrey Pines High School Dug-Outs Project.	Capital Facilities Fund 25-19 and Mello-Roos Funds	Additional \$42,750.00 for a new total of \$47,750.00
12/9/16 – Completion	Digital Networks Group, Inc.	To amend contract CB2017-06 to provide and install multimedia, sound and audio-visual equipment in the new B Building at Canyon Crest Academy.	Building Fund Prop 39 – Fund 21-39	Additional \$1,517.00 for a new total of \$150,408.87
12/9/16 – Completion	Digital Networks Group, Inc.	To amend contract CB2017-07 to provide and install multimedia, sound and audio-visual equipment throughout the Earl Warren Middle School Campus.	Building Fund Prop 39 – Fund 21-39	Additional \$3,608.00 for a new total of \$357,671.00
12/9/16 – Completion	Digital Networks Group, Inc.	To amend contract CB2017-08 to provide and install multimedia, sound and audio-visual equipment in the new Math & Science Classroom Building at San Dieguito High School Academy.	Building Fund Prop 39 – Fund 21-39	Additional \$2,054.00 for a new total of \$203,604.81



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 25, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** John Addleman, Exec. Director, Planning Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL OF CHANGE ORDER

-----

### EXECUTIVE SUMMARY

The Oak Crest Middle School Multi-Media Building C Modernization, Slope Improvements and Storm Drain Improvement Project with Erickson-Hall Construction Company is complete.

Erickson-Hall has a change order decreasing the contract amount by \$671,341.00 for a new final total of \$2,968,948.00.

### RECOMMENDATION:

It is recommended that the Board approve the change order for Oak Crest Middle School Multi-Media Building C Modernization, Slope Improvements and Storm Drain Improvement Project, contract CA2015-42 entered into with Erickson-Hall Construction Company, decreasing the amount by \$671,341.00 for a new total of \$2,968,948.00, and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the change order.

### FUNDING SOURCE:

N/A

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 5, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** John Addleman, Exec. Director Planning Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** ACCEPTANCE OF CONSTRUCTION PROJECTS

-----

### EXECUTIVE SUMMARY

On March 10, 2016, the Board approved Phase IV of the Energy Conservation Services contract with Siemens Industry, Inc. Phase IV of the project came in on time and under budget with a net deductive change order of \$24,503.00.

On May 2, 2015, the Board approved the final guaranteed maximum price (GMP) for construction of the Oak Crest Middle School Multi-Media Building C Modernization, Slope Improvements and Storm Drain Improvement Project of \$3,640,289.00. As reported at the May meeting, discussions which were then ongoing with the City of Encinitas (the "City") concerning the frontage improvements at Balour Drive caused us to move the savings realized between preliminary GMP and bid results of \$652,022 to the project contingency to allow for any additional scope the City might require. We are happy to report that this project has now completed and despite additional scope and extension of time, the project came in under budget with a net savings of \$671,341.00.

### RECOMMENDATION:

It is recommended that the Board accept the following construction projects as complete, and authorize the administration to file a Notice of Completion with the County Recorders' Office to release final retention:

1. Oak Crest Middle School Multi-Media Building C Modernization, Slope Improvements and Storm Drain Improvement Project, CA2015-42, contract entered into with Erickson-Hall Construction Co.
2. Energy Conservations Services Phase IV, B2009-17, contract entered into with Siemens Industry, Inc.

### FUNDING SOURCE:

N/A

Recordation Requested by and ]  
When Recorded Return to: ]  
San Dieguito Union High School District ]  
Attn: Caroline Roberts ]  
710 Encinitas Blvd. ]  
Encinitas, CA 92024 ]

ITEM 15J

**ACCEPTANCE OF WORK  
AND  
NOTICE OF COMPLETION**

1. San Dieguito Union High School District In Fee 710 Encinitas Blvd., Encinitas, CA 92024  
(Name of School District)

2. Erickson Hall Construction Company  
(Name of Contractor)

3. Travelers Casualty and Surety Company of America  
(Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:

OAK CREST MIDDLE SCHOOL MULTI-MEDIA BULDING C MODERNIZATION, SLOPE IMPROVEMENTS AND STORM DRAIN IMPROVEMENT PROJECT

as provided in contract specified herein which is on file with the Clerk of the Governing Board of the above named School District.

5. Date of Contract ] 6. Acceptance of the work and materials is recommended  
04-03-2015 ]  
] \_\_\_\_\_  
] (Signature of Recommending Person) (Date)

7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed by acceptance by the Governing Board of the above named school district on the 2nd day of February, 2017; No. \_\_\_\_\_

The Contractor on said contract and public work and the name of the surety on the Contractor's Bond of said Contractor are as set forth above.

San Dieguito Union High School District

By \_\_\_\_\_  
Eric R. Dill

[Code of Civil Procedure Section 1192.1]  
[ Government Code Section 27361.6 ]

VERIFICATION

The undersigned declares that he is an officer, namely, the Secretary of the Governing Board of the San Dieguito Union High School District, which is the owner of the public work described in the within Notice of Completion executed by said district; that he has read the same and knows the contents thereof and that the facts therein stated are true of his own knowledge; and that he makes this verification for and on behalf of said school district.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 20\_\_\_\_, of San Diego, California

Eric R. Dill

ITEM 15J

Recordation Requested by and ]  
When Recorded Return to: ]  
San Dieguito Union High School District ]  
Attn: Caroline Roberts ]  
710 Encinitas Blvd. ]  
Encinitas, CA 92024 ]

**ACCEPTANCE OF WORK  
AND  
NOTICE OF COMPLETION**

1. San Dieguito Union High School District In Fee 710 Encinitas Blvd., Encinitas, CA 92024  
(Name of School District)

2. Siemens Industry, Inc.  
(Name of Contractor)

3. Liberty Mutual Insurance Company  
(Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:

LA COSTA CANYON HIGH SCHOOL HVAC EQUIPMENT REPLACEMENT & ENERGY MANAGEMENHT SYSTEM UPGRADE

as provided in contract specified herein which is on file with the Clerk of the Governing Board of the above named School District.

5. Date of Contract ] 6. Acceptance of the work and materials is recommended  
03-21-2016 ]  
] \_\_\_\_\_  
] (Signature of Recommending Person) (Date)

7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed by acceptance by the Governing Board of the above named school district on the 2nd day of February, 2017 ; No. \_\_\_\_\_

The Contractor on said contract and public work and the name of the surety on the Contractor's Bond of said Contractor are as set forth above.

San Dieguito Union High School District

By \_\_\_\_\_  
Eric R. Dill

[Code of Civil Procedure Section 1192.1]  
[ Government Code Section 27361.6 ]

**VERIFICATION**

The undersigned declares that he is an officer, namely, the Secretary of the Governing Board of the San Dieguito Union High School District, which is the owner of the public work described in the within Notice of Completion executed by said district; that he has read the same and knows the contents thereof and that the facts therein stated are true of his own knowledge; and that he makes this verification for and on behalf of said school district.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 20\_\_\_\_, of San Diego, California

\_\_\_\_\_  
Eric R. Dill

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Mark Miller, Associate Superintendent,  
Administrative Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** Approval of Agreement / San Dieguito Alliance For  
Drug Free Youth / TUPE Program

-----

### EXECUTIVE SUMMARY

As part of the collaborative process to implement the Tobacco Use Prevention Education (TUPE) Grant with SDUHSD, San Dieguito Alliance For Drug Free Youth (SDAFDFY) will collaborate and provide proven, evidence-based youth development and community service programs that afford students the following opportunities: 1) To experience first-hand, the role of envisioning and creating a California free from tobacco use and its harm; 2) To understand, role model, and spread anti-tobacco messages; 3) To participate in peer to peer tobacco education projects; and 4) To coordinate community based tobacco policy advocacy and norm change.

SDAFDFY will oversee, facilitate and implement youth development and service learning projects within our community. We are pleased to continue our tobacco prevention partnership with SDAFDFY, with the shared goal of developing California's next generation of tobacco-free advocates. Their participation in the TUPE Grant will include: Minor Decoy Operations, Peer Mentor Programs (Teen Presenters and Study Buddy Program), Friday Night Live (FNL), Club Live (CL) groups, Red Ribbon Week trainings for parents, students and staff, Minor Decoy Operations and Young Leaders in Health Care. SDAFDFY hosts quarterly community networking meetings where community members, civic leaders, service agency staff, school staff, including the TUPE Grant coordinator, youth, and parents, meet to discuss tobacco, alcohol, and drug information, trends, and prevention strategies.

**RECOMMENDATION:**

It is recommended that the Board approve entering into an agreement with San Dieguito Alliance for Drug Free Youth, as shown in the attached chart, to provide support programs for San Dieguito Union High School District's Tobacco Use Prevention Education (TUPE) program including: Friday Night Live Clubs, Minor Decoy Operations, Teen Presenters, Study Buddies, Young Leaders in Health Care, Start Smart Driving Safety Class and PTA trainings for the Health and Welfare VPS, as well as materials and supplies in support of these programs, during the period July 1, 2016 through June 30, 2019, in the total amount of \$79,350.00, to be expended from the General Fund/Restricted 01-00 and reimbursed with funds from the California Department of Education TUPE Cohort L, Tier 2, Competitive Grant funds, and authorize Douglas B. Gilbert, Delores L. Perley or Eric R. Dill to execute the agreement.

**FUNDING SOURCE:**

Tobacco Use Prevention Education (TUPE) state grant funding.

ITEM 16

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**ADMINISTRATIVE SERVICES - PROFESSIONAL SERVICES REPORT**

**Board Meeting Date: 02-02-17**

<b><u>Contract Effective Dates</u></b>	<b><u>Consultant/ Vendor</u></b>	<b><u>Description of Services</u></b>	<b><u>School/ Department Budget</u></b>	<b><u>Fee Not to Exceed</u></b>
07/01/16 - 06/30/19	San Dieguito Alliance for Drug Free Youth / TUPE Program	To provide support programs for San Dieguito Union High School District's Tobacco Use Prevention Education (TUPE) program including: Friday Night Live Clubs, Minor Decoy Operations, Teen Presenters, Study Buddies, Young Leaders in Health Care, Start Smart Driving Safety Class and PTA trainings for the Health and Welfare VPS, as well as materials and supplies in support of these programs.	General Fund /Restricted 01-00 and reimbursed with funds from the California Dept. of Education TUPE Cohort L, Tier 2 Competitive Grant funds	\$79,350.00



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 25, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED & SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** REAPPOINTMENT OF INDEPENDENT CITIZENS OVERSIGHT COMMITTEE MEMBERS

-----

### EXECUTIVE SUMMARY

Following the passage of Proposition AA, the Board of Trustees appointed a nine-member independent citizens oversight committee (ICOC). The purpose of the committee is to ensure that all funds are used in support of projects included in the bond measure, to inspect facilities and grounds, review cost-saving measures, review the annual independent audit reports, and to report to the Board and public on its findings. The committee must have no fewer than seven members and include members from the following categories:

- One member who is active in a business organization representing the community
- One member who is active in a senior citizens organization
- One member who is in a bona fide taxpayers' organization
- One member who is a parent of a district student and active in a parent organization
- One member who is a parent/guardian of a district student

Board policy allows ICOC members to serve up to three consecutive two-year terms. Six of the members have asked to be reappointed to the committee, leaving three vacancies. The District is currently seeking applicants to fill the following seats; one parent of district student, one parent active in a parent organization and one member of a bona fide taxpayers' organization.

District staff supports the reappointment of the six current ICOC members. The members are actively engaged in their oversight responsibilities and have represented

## ITEM 17

the community well in carrying out their duties. The current members seeking reappointment are:

- Kim Bybee (At-Large)
- Clarke Caines (At-Large)
- Mary Farrell (Senior Citizen)
- Robert Nascenzi (Business)
- Rhea Stewart (At-Large)
- Jeffery Thomas (At-Large)

The seated committee is currently drafting its annual report on Prop AA activities for the 2016 calendar year and awaiting receipt of the 2015-16 independent audit report.

### **RECOMMENDATION:**

It is recommended that the Board reappoint Kim Bybee, Clarke Caines, Mary Farrell, Robert Nascenzi, Rhea Stewart, and Jeffery Thomas to the Independent Citizens Oversight Committee.

### **FUNDING SOURCE:**

Not applicable.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Chuck Adams, Director of Special Education  
Mark Miller, Associate Superintendent,  
Administrative Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** APPROVAL OF NORTH COASTAL CONSORTIUM  
FOR SPECIAL EDUCATION 2016 LOCAL PLAN  
REVISION

-----

### EXECUTIVE SUMMARY

Special Education is a program mandated by the Individuals with Disabilities Educational Act (IDEA). This legislation was originally passed in 1975 and has undergone recent revisions in 1997 and 2004. California laws comply with federal statutes.

California has divided regions of the state into Special Education Local Plan Areas (SELPA). SELPAs are large unified districts or consist of a specific group of local educational agencies (LEAs) charged with the responsibility of providing a free appropriate public education (FAPE) to qualified students with special needs within its area. Both federal and state special education funds are directed to the SELPA, and the member LEAs collaborate to meet the needs of its students and to devise a method for equitable distribution of funds.

The SELPA and LEAs must be in compliance with all state and federal special education laws.

The first level of compliance is establishing and maintaining a Local Plan. This Local Plan contains statements from IDEA that briefly summarize major elements of IDEA. The Local Plan describes the governance structure of the North Coastal Consortium for Special Education and defines the roles of various entities responsible for providing a continuum of services to students with special needs within the SELPA. Local school boards, the County Superintendent of Schools, and the State School Board must approve all items of the Local

North Coastal Consortium for Special Education  
2016 Local Plan Revision Executive Summary  
Page 2

Plan. All additional policies and procedures that define the way that the North Coastal Consortium for Special Education operates shall be maintained on file at the SELPA Office with copies in each LEA. Each LEA shall supplement the Local Plan, SELPA policies and SELPA procedures with its own policies and procedures. Failure to approve the 2016 Local Plan could result in the State withholding special education revenues to the SELPA, which would impact all fourteen (14) districts within the North Coastal Consortium for Special Education. It would also keep the 2007 Local Plan in effect, which is outdated and does not align with all current compliance standards and fiscal allocation practices of the SELPA.

**RECOMMENDATION:**

It is recommended that the Board approve North Coastal Consortium for Special Education's (NCCSE) 2016 Local Plan revision, as shown in the attached supplement.

**FUNDING SOURCE:**

General Fund 01-00 / Restricted

## North Coastal Consortium of Special Education SELPA

ITEM 18

**2016 Local Plan Revision***Comparison of Language from 2007 Local Plan*

Section	Summary of Change
Acknowledgments	<ul style="list-style-type: none"> <li>• New section added for 2016 to recognize Local Plan Stakeholder Review Committee members</li> </ul>
Overview Section	<ul style="list-style-type: none"> <li>• “Purpose and Intent” section of 2007 document now incorporated into “Introduction” section</li> </ul>
Governance Overview	<ul style="list-style-type: none"> <li>• Additional language for clarity of NCCSE governance structure</li> <li>• Changed order of various entities within the governance structure of the Local Plan document</li> </ul>
Board of Governors	<ul style="list-style-type: none"> <li>• Additional language specifying Board of Governors as the policy-making entity for the SELPA</li> <li>• Additional language to establish collaborative roles between Board of Governors and the San Diego County Office of Education in the selection, supervision, evaluation, and discipline of the Director of the NCCSE</li> </ul>
Trustee Review Committee	<ul style="list-style-type: none"> <li>• Changed meeting frequency from 2 times per year to 1-2 times per year</li> </ul>
Program Cabinet	<ul style="list-style-type: none"> <li>• Changed reference from “Cabinet” to “Program Cabinet</li> <li>• Additional language to specify that each district (and charter if designated) is assigned one vote</li> </ul>
Finance Committee	<ul style="list-style-type: none"> <li>• Responsibility changed from “developing the Annual Budget Plan” to “review and recommend approval of the Annual NCCSE Budget as proposed by the Program/Finance Work Group for review and approval by Cabinet and Board of Directors</li> </ul>
Program/Finance Work Group	<ul style="list-style-type: none"> <li>• New section added for 2016 which replaces the “Program Committee” from the 2007 Local Plan</li> <li>• Membership in Program/Finance Workgroup includes representation from each member LEA with 7 District Directors of Special Education and 7 Finance Directors</li> <li>• Focus of the work is to annually review cost centers and SELPA services and offer initial recommendations to Program Cabinet and Board of Governors for budget planning</li> </ul>
Community Advisory Committee	<ul style="list-style-type: none"> <li>• Additional language to provide opportunity for members in good standing to be appointed for multiple two-year terms upon recommendation and selection by their local governing boards</li> </ul>
Program Specialists	<ul style="list-style-type: none"> <li>• Additional language to establish collaborative roles between the local LEAs and the NCCSE Director in providing direction to Program Specialists</li> <li>• Additional language to formalize Program Specialist services through annual MOUs with LEAs</li> </ul>
NCCSE Director	<ul style="list-style-type: none"> <li>• Amends language specific to evaluation of NCCSE Director: RLA evaluates Director with input from Board of Governors</li> </ul>
General Responsibilities and Administration of Regionalized Operation and Services	<ul style="list-style-type: none"> <li>• Added responsibility of NCCSE Director to provide technical assistance to LEAs related to compliance and performance indicators</li> <li>• Added language specific to Common Core State Standards and California Alternative Assessment</li> <li>• Removes language “provides direct instructional support to Program Specialists”</li> <li>• Adds language to participate in on-site reviews of non-public schools in collaboration with CDE</li> <li>• Amends language to work with LEAs in the coordination of services for students in residential facilities, LCIs, foster homes, and juvenile court placements</li> <li>• Adds language to provide technical assistance to complete all required state and federal reports</li> </ul>

## North Coastal Consortium of Special Education SELPA

ITEM 18

**2016 Local Plan Revision***Comparison of Language from 2007 Local Plan*

Section	Summary of Change
Roles and Responsibilities of Participating Entities	<ul style="list-style-type: none"> <li>Some of this information is new to 2016 Local Plan document</li> <li>2007 Local Plan document included this information under Governance and Administrative Structure</li> </ul>
Responsibilities of Local Governing Boards of Education	<ul style="list-style-type: none"> <li>New language specifies that Governing Board of each LEA approves its participation in the NCCSE</li> <li>Additional language clarifying the role of the Governing Boards as the policy-making bodies for the implementation of the Local Plan and provision of special education services for its students</li> </ul>
Responsibilities of LEA Superintendents of Education	<ul style="list-style-type: none"> <li>Additional language to establish collaborative role with District Directors of Special Education to monitor the implementation of the Local Plan and special education program operation in each district</li> <li>Additional language to assist in the identification of special education program and service needs for the NCCSE through participation on Board of Governors</li> </ul>
Responsibilities of the LEA	<ul style="list-style-type: none"> <li>Removes reference to McGeorge School of Law in sections related to mediation, due process, and requests for free or low-cost legal services</li> <li>Adds detailed language related to the requirements of an LEA if it intends to withdraw from the SELPA</li> <li>Additional language for responsibilities associated with receipt and distribution of special education funds in accordance with state and federal law</li> <li>Additional language for responsibilities associated with preparation and submission of required program and fiscal State and Federal reports</li> </ul>
Responsibilities of LEA Administrator of Special Education	<ul style="list-style-type: none"> <li>No changes</li> </ul>
Responsibilities of the San Diego Office of Education (RLA)	<ul style="list-style-type: none"> <li>Removes language “providing education for individuals in special education programs maintained by other districts or counties and may include within the special education program pupils who reside in other districts or counties”</li> <li>New responsibilities added: administrative and business support, employment of SELPA staff to implement Local Plan, approval of Annual Budget and Services Plans upon recommendation of Board of Governors, and hearing appeals of unresolved issues brought before it by LEAs, Board of Governors, or Trustee Review Committee</li> </ul>
Additional Elements: <ul style="list-style-type: none"> <li>Income Distribution and Maintenance of Effort</li> <li>Annual Budget Plan</li> <li>Annual Service Plan</li> </ul>	<ul style="list-style-type: none"> <li>New sections: general descriptions of SELPA responsibilities and oversight of these processes</li> </ul>
State and Federal Fund Allocation	<ul style="list-style-type: none"> <li>Section amended to reflect current NCCSE process for budget planning and processes used to ensure Board of Governors’ approval for State and Federal fund allocation</li> </ul>
Operation of Special Education Programs	<ul style="list-style-type: none"> <li>Section amended to reflect current NCCSE process of identifying LEAs wishing to provide “tuition classes” to other member districts through IntraSELPA transfers</li> <li>Language from 2007 Local Plan document related to regionalized classes is removed</li> </ul>

## North Coastal Consortium of Special Education SELPA

ITEM 18

**2016 Local Plan Revision***Comparison of Language from 2007 Local Plan*

<b>Section</b>	<b>Summary of Change</b>
Programs for Early Childhood Special Education	<ul style="list-style-type: none"> <li>References Interagency Agreement between San Diego Regional Center for the Developmentally Disabled and San Diego County SELPAs and LEAs and Superintendent of SDCOE</li> </ul>
Services in Alternative Educational Settings	<ul style="list-style-type: none"> <li>New section to outline services to students housed in county and state hospitals, LCIs and foster homes, and juvenile court and community schools</li> </ul>
Hospitalized Students	<ul style="list-style-type: none"> <li>New section to outline provision of services to students in hospitals or other residential facilities</li> </ul>
State Hospital Programs	<ul style="list-style-type: none"> <li>New section to outline coordination of services for students returning from a State Hospital program</li> </ul>
LCI and Foster Homes	<ul style="list-style-type: none"> <li>New section added to outline provision of services to students in these placements</li> </ul>
Juvenile Court and Community Schools	<ul style="list-style-type: none"> <li>New section added to outline provision of services to students in these placements</li> </ul>
Oversight of Nonpublic School Placements	<ul style="list-style-type: none"> <li>New section outlines responsibility for oversight of nonpublic school placements to include annual review of IEP, review of Master Contract, and evaluation of student progress</li> </ul>
Utilization of General Education Resources	<ul style="list-style-type: none"> <li>New section outlines legal requirement that referral to special education occurs only after the resources of the general education program have been considered and, where appropriate, utilized</li> </ul>
Reading Criteria	<ul style="list-style-type: none"> <li>Previously embedded under "Literacy" in the 2007 Local Plan</li> </ul>
Access to Core Curriculum	<ul style="list-style-type: none"> <li>Previously embedded under "Literacy" in the 2007 Local Plan</li> </ul>
Low Incidence Funds	<ul style="list-style-type: none"> <li>Previously part of the funding allocation plan</li> <li>Funds no longer maintained at the SELPA; funds distributed to districts by qualifying pupil counts</li> </ul>
Request for SELPA membership by a Charter School	<ul style="list-style-type: none"> <li>Previously embedded under "Charter Schools" in 2007 Local Plan</li> <li>Additional language to require approval for membership by the Board of Governors</li> </ul>
Policies, Operational Guidelines, and Local Agreements	<ul style="list-style-type: none"> <li>Previously SELPA policies were part of Local Plan</li> <li>Now maintained separately in order to be updated as needed or required by law</li> <li>New general information to reflect how policies, operational guidelines, and local agreements are formally approved within the SELPA</li> </ul>
Interagency Agreements	<ul style="list-style-type: none"> <li>New section that describes how these are maintained at the SELPA office</li> </ul>
Amendments to the Local Plan	<ul style="list-style-type: none"> <li>New section that describes process for making amendments to the Local Plan</li> </ul>
Public Participation	<ul style="list-style-type: none"> <li>No changes</li> </ul>
Dispute Resolution	<ul style="list-style-type: none"> <li>No changes</li> </ul>



# North Coastal Consortium for Special Education

---

# SELPA Local Plan 2016

Approved November 14, 2016

---



**NORTH COASTAL CONSORTIUM**  
**FOR SPECIAL EDUCATION**

255 Pico Avenue, Suite 101/Room 220

San Marcos, CA 92069

760-761-5110

[www.nccse.org](http://www.nccse.org)



# NORTH COASTAL CONSORTIUM FOR SPECIAL EDUCATION

ITEM 18

## Local Plan Stakeholder Review Committee 2016

*The North Coastal Consortium of Special Education (NCCSE) Special Education Local Plan Area (SELPA) wishes to acknowledge the 2016 Local Plan Stakeholder Review Committee along with the Board of Governors, Directors' Cabinet, Program-Finance Committee, and Community Advisory Committee for the many hours of time that they each devoted to the careful consideration of this Local Plan document and the resulting revisions to it. The Local Plan Stakeholder Review Committee Members were:*

Carmen Blum	Parent and CAC Co-Chairperson
Julie Law Cheeseman	Parent and CAC Executive Board Member
Lori Cummins	Director, Student Services, Bonsall Unified School District
Joseph Gora	Special Education Teacher/CAC Representative, Bonsall Unified School District
Kelly Carr	Speech Language Pathologist, Carlsbad Unified School District
Nicole Michael	Special Education Teacher, Carlsbad Unified School District
Maria Waskin	Director, Pupil Personnel, Encinitas Union School District
Michael Doria	School Psychologist, Fallbrook Union Elementary School District
Charles Bishop	General Education Teacher, Oceanside Unified School District
Monica M. Hans	General Education Teacher/CAC Executive Board Member, Oceanside Unified School District
Stephen Ledesma	General Education Teacher, Oceanside Unified School District
Ameret Reed	Assistant Principal, Oceanside Unified School District
Mark Curtis	Financial Analyst, North Coastal Consortium of Special Education
Julie Hong	Coordinator, North Coastal Consortium of Special Education
Lisa Houghtelin	Parent Liaison/CAC Member, North Coastal Consortium of Special Education
Theresa Kurtz	Executive Director, North Coastal Consortium of Special Education
Jeremy Owen	Director, Special Education, Rancho Santa Fe School District
Charles Adams	Director, Special Education, San Dieguito Union High School District
Julie Goldberg	Teacher on Special Assignment, San Dieguito Union High School District
Carrie Goodwiler	Speech Pathologist and CAC Member, San Marcos Unified School District
Garth Phillips	Teacher on Special Assignment, San Marcos Unified School District
Joe Parsons	School Psychologist, Solana Beach School District
Theresa Wetherhold	Speech Language Pathologist, Solana Beach School District
David Jones	Superintendent, Vallecitos School District



# NORTH COASTAL CONSORTIUM FOR SPECIAL EDUCATION

ITEM 18

## **NCCSE Local Plan 2016 Table of Contents**

### **Overview**

- Introduction**
- Participating Local Educational Agencies**
- NCCSE Map**
- Mission Statement**

### **Governance and Administrative Structure**

- Governance Overview**
- Board of Governors**
- Trustee Review Committee**
- Program Cabinet**
- Finance Committee**
- Program/Finance Work Group**
- Community Advisory Committee**
- Program Specialists**
- NCCSE Director**

### **General Responsibilities and Administration of Regionalized Operation and Services**

### **Roles and Responsibilities of Participating Entities**

- Responsibilities of Local Governing Boards of Education**
- Responsibilities of LEA Superintendents of Education**
- Responsibilities of Local Education Agency**
- Responsibilities of the LEA Administrator of Special Education**
- Responsibilities of the San Diego Office of Education (RLA)**

### **Additional Elements of the Local Plan**

- Income Distribution Agreement and Maintenance of Effort**
- Annual Budget Plan**
- Annual Service Plan**
- State and Federal Fund Allocation**
- Operation of Special Education Programs**
- Programs for Early Childhood Special Education**
- Services in Alternative Educational Settings**
- Hospitalized Students**
- State Hospital Programs**
- Licensed Children's Institutions (LCI) and Foster Homes**
- Juvenile Court and Community School Placements**
- Oversight of Nonpublic School Placements**
- Utilization of General Education Resources**

**Reading Criteria**  
**Access to Core Curriculum**  
**Low Incidence Funds**  
**Request for SELPA Membership by a Charter School**  
**Policies, Operational Guidelines and Local Agreements**  
**Interagency Agreements**  
**Amendments to the Local Plan**  
**Public Participation**  
**Dispute Resolution**  
**Legal References**

**Exhibit A: (SED LP-5) Special Education Local Plan Area Local Education Agency Assurances**

**Exhibit B: Elements of the Local Plan SED LP**

**Exhibit C: Interagency Agreement between Regional Center and SDCOE – Part C**



# NORTH COASTAL CONSORTIUM FOR SPECIAL EDUCATION

## **INTRODUCTION**

The development of the North Coastal Consortium for Special Education (NCCSE) Local Plan was initiated as a requirement pursuant to Education Code Sections 56195, 56200, 56202, 56205, and the requirements of United States Codes Title 20 USC 1412(a), 20 USC 1413(a)(1), 20 USC 1413, 56203(a)(5) 9.

The development and review of the elements of the Local Plan was completed by a committee of representatives from superintendents, special education Directors, finance administrators, principals, special and general education teachers, related services staff, Trustee Review Committee, the Community Advisory Committee and Program Specialists.

The elements of the Local Plan address state and federally mandated criteria and attempt to describe governance, administration, roles and responsibilities and general provisions for the implementation of the North Coastal Consortium for Special Education. In accordance with California Education Code, the elements of the Local Plan assures access to special education and services for all individuals with exceptional needs residing in the geographic area served by the districts; hereafter known as the North Coastal Consortium for Special Education (NCCSE).

The NCCSE is an agency which is separate from the parties to this Agreement and is responsible for administering the Agreement and the Local Plan. The powers of the NCCSE shall include, but not be limited to:

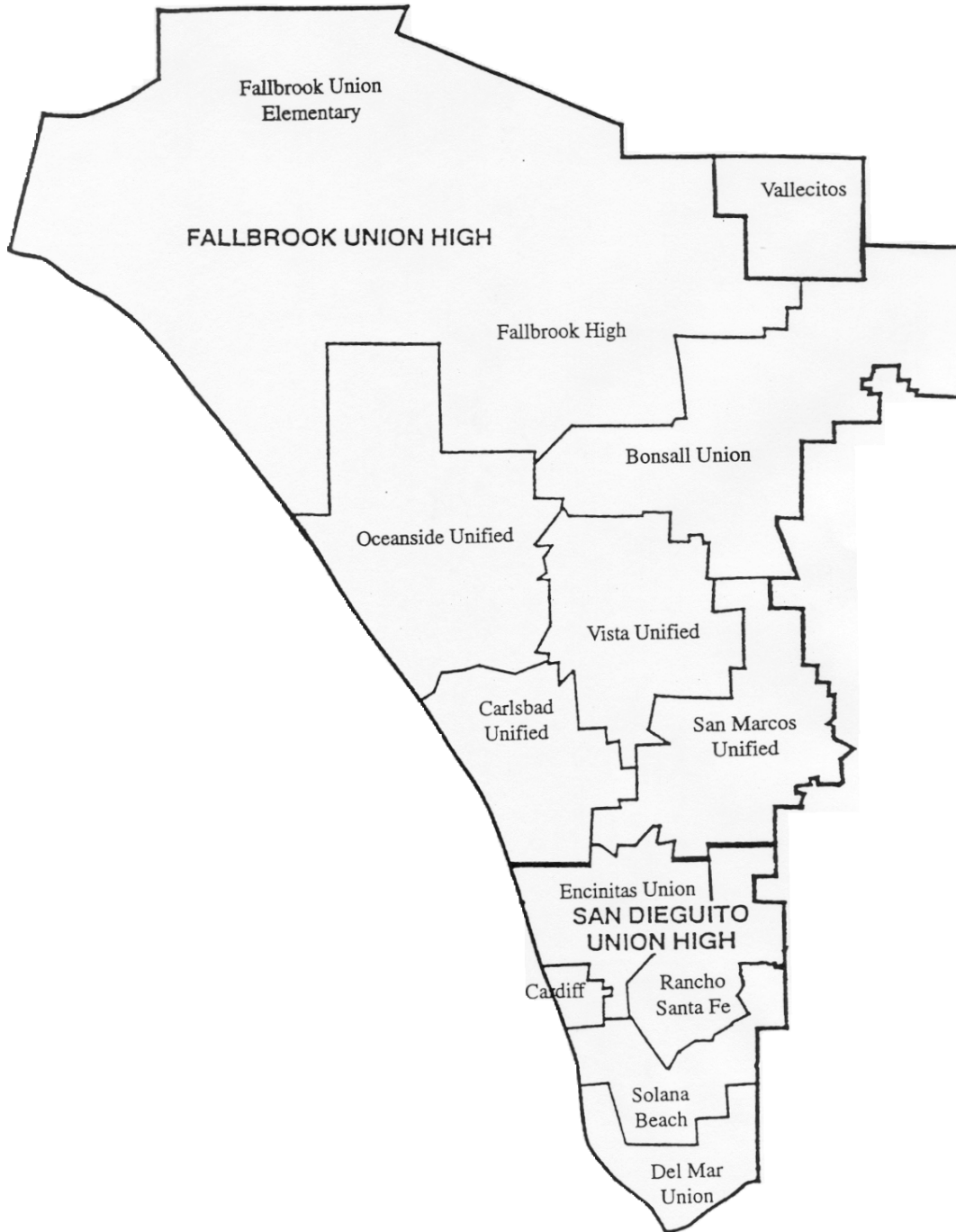
- Making and entering into contracts.
- Utilizing the services of personnel when such services are offered.
- Acquiring, constructing, managing, maintaining or operating buildings.
- Acquiring, holding or disposing of property.
- Applying for, accepting, receiving the disbursing funds and grants from agencies of the United States, State of California or other public agencies.
- Adopting policies governing the operation of the NCCSE as outlined in the Agreement or the Local Plan.
- Coordinating and enforcing all provisions of the Agreement and the Local Plan.

The fourteen member districts adopt the Local Plan and work to insure all of the provisions within the Plan are implemented within their LEA.

## **Participating Local Educational Agencies**

Bonsall Unified School District  
 Cardiff School District  
 Carlsbad Unified School District  
 Del Mar Union School District  
 Encinitas Union School District  
 Fallbrook Union Elementary School District  
 Fallbrook Union High School District  
 Oceanside Unified School District  
 Rancho Santa Fe School District  
 San Dieguito Union High School District  
 San Marcos Unified School District  
 Solana Beach School District  
 Vallecitos School District  
 Vista Unified School District

# North Coastal Consortium for Special Education (NCCSE)





## NORTH COASTAL CONSORTIUM FOR SPECIAL EDUCATION

### ITEM 18

# Mission Statement

The North Coastal Consortium for Special Education (NCCSE) is a dynamic, regional, collaborative special education local planning area whose purpose is to support local school districts as they provide for the needs of students with disabilities.

The NCCSE provides and supports districts with:

- Staff Development activities and parent education
- Program Specialist services
- Help when responding to needs of parents of special education students
- Unification of common needs
- Help in identifying unique needs within local school districts
- Legal and technical assistance
- Awareness and dissemination of current best practices
- Creation of forums for problem solving



## Governance and Administrative Structure

### Governance

56195.1(b)(1), 56195.9, 56200, 56203, 56205(a)(12)(A)

The North Coastal Consortium for Special Education (NCCSE) is a multidistrict Special Education Local Planning Area (SELPA) composed of fourteen school districts that have joined in a cooperative effort to provide a coordinated delivery of programs, services and assurances to eligible individuals with disabilities who reside within the local planning area. Through the Local Plan, the NCCSE participating districts designate the Board of Governors to be the governing body of the organization. The San Diego County Office of Education (SDCOE) is designated as the Administrative Unit (AU) for the NCCSE.

The Board of Governors shall be the policy making body for the NCCSE and its member districts. Policies and procedures adopted by the Board of Governors, under the authority of the adopting district's board, have the same status as other district boards. Policies and procedures are established pursuant to Federal/State code and shall provide direction for all aspects of the NCCSE. The SELPA Administrator and each member district are responsible for implementation of the policies, procedures and decisions of the Board of Governors.

The governance structure of the SELPA is established by agreement among the governing boards of the member Local Education Agencies (LEAs). It consists of the Board of Governors, the Program Director's Cabinet, the Finance Committee, the Combined Program/Finance Committee, and the Community Advisory Committee. The SELPA Administrator may convene additional advisory committees. The SELPA Administrator is responsible for coordination of the SELPA and implementation of the Local Plan.

The following is a description of the governance and administration of the Local Plan, including the responsibility of the governing body and elected officials to whom the governing body is responsible.

### Board of Governors

56205(a)(12)(D)(ii)(I)

The Board of Governors of the North Coastal Consortium for Special Education (NCCSE) is composed of the Superintendent of each participating member district, the San Diego County Office of Education Superintendent of Schools, or designee and the NCCSE Director. The Board of Governors shall be the policy making body for the North Coastal Consortium for Special Education (NCCSE).

The primary functions of the Board of Governors shall include, but are not limited to, the following:

- Selecting the Responsible Local Agency, Administrative Unit (AU).
- Approving the NCCSE policies and procedures.
- Establishing procedures for appeals.
- Receiving input submitted by the Community Advisory Committee (CAC) regarding the development, amendment, and review of the Local Plan.
- Approving the Local Plan and its elements and all NCCSE policies.
- Reviewing the annual priorities submitted by the CAC.
- Reviewing complaints, due process hearing results and program noncompliance issues and trends.
- Selecting, supervising, evaluating and disciplining the Director of the NCCSE in collaboration with the SDCOE Assistant Superintendent of Pupil Services.
- Providing an opportunity to hear public comment.
- Approving the NCCSE distribution of special education funds to member districts.

## ITEM 18

- Approving annual budget and services plans and fiscal reports required of the NCCSE.
- Monitoring use of federal, state and local funds allocated for special education programs and services.
- Reviewing and evaluating the effectiveness of the Local Plan, and approving modifications to the Local Plan.
- Approving agreements including, but not limited to, interagency agreements and facilities.

The Board of Governors shall hold a minimum of four (4) regular meetings annually. The date, time, and place for each regular meeting shall be fixed by resolution of the Board of Governors. All meetings of the Board of Governors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act. All meetings shall be open to the public. The Board of Governors shall record minutes of its meetings, and provide a copy of the minutes to each member of the Board of Governors, the Community Advisory Committee (CAC), Cabinet and the Trustee Review Committee (TRC).

Each of the Board of Governors shall have one vote, which may be cast only by the representative who is in physical attendance. A designee with voting privilege (other than a NCCSE Program Cabinet representative) may be utilized when a Superintendent is ill or absent from his/her district due to official business. The Superintendent or designee will be responsible for notifying the NCCSE Director of his/her anticipated absence and/or who will be his/her designee. The presence of eight (8) voting members shall constitute a quorum to conduct business. Unless otherwise specified, a majority vote shall be sufficient to constitute action. Neither the NCCSE Director nor the San Diego County Office of Education Superintendent or designee shall have voting privileges. Both shall be members in an advisory capacity.

The chairperson shall see that all orders and resolutions of the Board of Governors are carried into effect and shall be an ex officio member of all committees appointed by the Board of Governors. The chairperson shall perform other duties as may be prescribed from time to time by the Board of Governors. The Board of Governors shall meet annually in January to elect a chairperson and vice-chair. The chairperson will assist the NCCSE Director in setting agendas and calling meetings. The vice-chair will act in the absence of the chairperson. The NCCSE Director shall act as secretary to the Board of Governors.

The Board of Governors shall be responsible for approving the staff required to support the functioning of the NCCSE. In reviewing and approving the NCCSE budgets on an annual basis, the Board of Governors agree to the employment of staff for the NCCSE office upon recommendation of Cabinet.

**Trustee Review Committee (TRC)**

56200, 56205

The Trustee Review Committee (TRC) shall be composed of one (1) representative from each member district's governing board, the chairperson of the Board of Governors and the North Coastal Consortium for Special Education (NCCSE) Director. The TRC shall annually elect a chairperson and a vice-chairperson. The chairperson will assist the NCCSE Director in setting agendas, in calling meetings, and in appointing the Appeals Board. The vice-chairperson will act in the absence of the chairperson. The NCCSE Director shall act as secretary to the TRC. The TRC shall meet 1-2 times yearly, and may meet more often as necessary. All meetings of the TRC shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act. All meetings of the TRC shall be open to the public. The TRC shall keep minutes of its meetings, and distribute them to the Board of Governors, Cabinet, and the Executive Committee of the CAC.

The TRC reviews areas that may include, but are not limited to: staff development activities, new and/or revised laws, budgets, and reports concerning program compliance/noncompliance and results of due process proceedings.

Special meetings may be called to consider appeals or other matters within the functions of the TRC (dispute resolution, distribution of funds) by the chairperson of the TRC. The chairperson of the TRC will appoint a panel of five (5) members of the TRC, on an ad hoc basis, to act as an Appeals Board on appeals concerning decisions or actions of the Board of Governors. The review process requires that:

- Requests for review of a Board of Governors' decision or action shall be made through a member district's Superintendent to the Board of Governors.
- Upon notification of the intent to appeal a Board of Governors' decision or action, the chairperson of the Board of Governors shall transmit the request to the chairperson of the TRC.
- No member may serve on the Appeals Board if the appeal in question has direct impact on his/her district. Members may be renamed to subsequent Appeals Boards so long as these conditions are met.
- The TRC Appeals Board shall meet to consider the requested appeal.
- In formulating its decision on the appeal, the TRC Appeals Board may, by majority vote, grant, deny, or modify the decision or action of the Board of Governors under consideration.
- The Appeals Board shall complete its deliberations within thirty (30) calendar days of the date of receipt of request for appeal.
- The TRC shall provide its decision in writing to the chairperson of the Board of Governors.
- The decision of the TRC Appeals Board shall be binding.
- The chairperson of the Board of Governors shall forward the decision of the TRC Appeals Board to each representative on the Board of Governors.

## ITEM 18

**Program Cabinet**

56200, 56205

Each school district shall appoint one representative to the Cabinet. An alternate or designee shall be sent in the absence of the representative. Whenever possible, the representative and/or alternate shall have management status within the district. Typically, Cabinet members are personnel who have administrative and/or coordinating responsibilities for special education within their district. Meetings shall be held at least monthly and will be scheduled in May for the following year. The Cabinet representative is the liaison to his/her district and Superintendent. The North Coastal Consortium for Special Education (NCCSE) Director chairs the Cabinet meetings. Action items on the Cabinet agenda will be approved by a majority vote of those in attendance. The Cabinet assists the NCCSE Director in advancing the goals, recommending policy and developing procedures for the NCCSE. The Cabinet makes recommendations to the Board of Governors, through the NCCSE Director, regarding policies, procedures, budgets, personnel, operation and evaluation of the Local Plan. Recommended changes of governance may be made by the Cabinet, and submitted to the Board of Governors for inclusion in the Local Plan. The Board of Governors may ratify the Cabinet's recommendations by a majority vote or refer the issue back to Cabinet with input to assist them in developing an alternate recommendation. Each District (or Charter if so designated) will have one vote on Cabinet matters or recommendations to the Board of Governors. The District Director may assign his or her vote to a designee only if that designee is employed by that district. The following is a non-exhaustive list of the primary responsibilities of the Program Cabinet:

- Develop policy and procedures for the implementation, operation and evaluation of services in the NCCSE.
- Establish working committees to recommend policies and procedures to the Cabinet and policies to the Board of Governors.
- Provide all the necessary data for the completion of reports to the NCCSE office.
- Coordinate the implementation of all NCCSE adopted policies and procedures at the local level.

**Finance Committee**

The Finance Committee shall be composed of one chief business officer or designee from each member local education agency (LEA) within the North Coastal Consortium for Special Education (NCCSE). It shall also include the NCCSE Director, two Cabinet members and a NCCSE appointed financial officer. This committee shall advise the NCCSE Director, Cabinet and CAC on all special education budgets and special education fiscal policies, procedures and allocation of funds. All LEA business officers will follow NCCSE approved policies and procedures for reporting special education income and expenditures provided within the LEA. The Finance Committee shall review and recommend approval of the Annual NCCSE Budget as proposed by the Program/Finance Work Group for review and approval by Cabinet and the Board of Governors. A majority vote of those present at pre-established meeting dates shall constitute a recommendation from the committee. All meeting dates for the future year shall be established no later than June of the preceding year.

### **Program/Finance Work Group**

The Program/Finance Work Group is comprised of 14 members, one from each LEA member district. The composition of the Work Group will be 7 Program Administrators and 7 Finance Administrators (Finance Administrators can be the CBO or his or her designee; the Program Administrator must be a District Director). Each member district will be represented by one member to the Program/Finance Work Group. This will insure that each LEA is represented on the Work Group. This Work Group will convene in October each year to start the process of developing the NCCSE budget for the next year. The Work Group will review the current budget cost centers and determine what, if any, changes need to occur moving ahead to the next year. Program representatives will have the opportunity to discuss additional services needed by the member districts or services which could be reduced. Finance representatives will have the opportunity to identify areas where cost savings or reductions in the budget could occur. The recommendations from this Work Group are brought to the Program Cabinet to provide the foundation for the Cabinet to develop and approve the NCCSE budget which will be ultimately brought to the Board of Governors for Approval. The Program/Finance Work Group can convene additional meetings to create recommendations for the Program Cabinet regarding new programs, NCCSE funding models or matters requiring consensus between the Finance and Program Directors. These additional meetings can be requested by the Finance Committee, the Program Cabinet or the Board of Governors. The NCCSE Director will facilitate these meetings.

### **Community Advisory Committee (CAC)**

56190, 56205(a)(12)(c)

There shall be a Community Advisory Committee known as CAC. It will have representation and carry out functions as specified in their bylaws. The CAC role is established in Ed. Code. The NCCSE's CAC includes representatives from all of the member districts and/or communities from within the NCCSE. The CAC strives to involve parents, students, teachers and community members in the educational programs for students with disabilities.

Parents of students with disabilities who are enrolled in public or private schools shall constitute a majority of the CAC membership. The remaining members shall be parents of other pupils enrolled in school, special education and general education classroom teachers, other direct service personnel, representatives from public or private agencies, and members of the community at large.

The selection of the CAC district representative(s) is overseen by district administrators of special education and approved by the local governing board. Community agency representatives are solicited and accepted by the current CAC executive board.

CAC members are appointed for a two-year term. Length of membership is staggered to ensure that no more than one half of the membership serves the first year of their term in any one year. Members in good standing may be appointed for multiple two-year terms upon request and selection by their local governing boards.

The Community Advisory Committee shall have the authority and fulfill the responsibilities that are delineated in the Local Plan. The responsibilities shall include, but need not be limited to the following:

- Review of the Local Plan (CAC members will have at least 30 days to review the Local Plan prior to its submission to the State Department of Education).
- Advise the policy and administrative entity of member districts, the NCCSE or the Board of Governors, regarding the development, amendment and review of the Local Plan.
- Recommend annual priorities to the Board of Governors.
- Assist in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the Local Plan.
- Encourage community involvement in the development and review of the Local Plan.
- Support activities on behalf of students with disabilities.

## ITEM 18

- Assist parents to become aware of the importance of regular school attendance.

The Board of Governors will create a liaison with the CAC, by exchanging minutes and inviting a CAC representative to present a report at each Board of Governor's meeting.

The NCCSE personnel will provide and assist the CAC with clerical and administrative support. The NCCSE staff in attendance at each CAC meeting will be in an advisory/non-voting capacity.

Members of the CAC will participate in continual development and review of the Local Plan.

The CAC will conduct ongoing training for its representatives regarding the Local Plan, CAC roles and functions, as well as specific topics requested by members. The CAC will assist in publicizing specific activities supporting students with disabilities during public comment time at monthly meetings (see CAC bylaws on file locally).

### **Program Specialists**

56195.7(1-6), 56205(a)(12)(B), 56368, 56836.23

The Program Specialists are employed by the San Diego County Office of Education (SDCOE) and are subject to the responsible local agency (RLA) policies and procedures, but receive directions from and are responsible to the North Coastal Consortium for Special Education (NCCSE) Director in collaboration with the Local District Special Education Director.

The NCCSE member districts understand and rely upon the employment of Program Specialists to provide unique and necessary services to the LEA and to pupils in the NCCSE. The NCCSE will have in place a Memorandum of Understanding (MOU) with each district for any/all Program Specialists assigned to that district. The number of days served by the Program Specialist will be determined by the LEA.

A Program Specialist is an employee possessing one of the following credentials: special education, clinical services, health services, speech and language pathology, school psychology, or administrative. He/she shall also have an in-depth knowledge of specific areas of disabilities, advanced training and related experience in education of students with disabilities, and/or a specialized, in-depth knowledge in a specific content area (i.e.: preschool programming, transition services, student behavior).

Program Specialist services shall be available to students with disabilities, their families and district staff. These services may include, but are not limited to:

- Observe, consult with, and assist SAI instructors and related services staff in effective methods and strategies to educate students with disabilities.
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for students with disabilities under the direction of the District Director and NCCSE Director.
- Participate in each school's staff development, program development, and innovation of special methods and approaches.
- Facilitate and serve as administrative designees in IEP meetings.

### **NCCSE Director**

56200, 56205(a)(12)(D)(ii) and (I) (II)(III)(IV)(V)

The fundamental role of the North Coastal Consortium for Special Education (NCCSE) Director is to provide leadership and to facilitate the decision making process. The NCCSE Director's role includes dissemination of information, providing services identified by the Board of Governors, technical assistance, leadership and arbitration. It is the NCCSE Director's responsibility to represent the interests of the special education local planning area (SELPA) as a whole without promoting any particular local education agency's interest over the interest of any other agencies. In the event there are differences of opinions and/or positions on issues related to regional programs and/or services, it is the SELPA Directors' responsibility to attempt to mediate a reasonable resolution of the issue(s).



## ITEM 18

The NCCSE Director is an employee of the responsible local agency (RLA) and is subject to the RLA policies and procedures for day to day operations, but receives direction from, and is responsible to, the Board of Governors. The NCCSE Director is evaluated by the RLA Superintendent (or designee) with input from the Board of Governors.

In addition, the duties of the NCCSE Director shall include, but not be limited to:

- Coordinate the development, implementation, revision, maintenance and administration of the Local Plan.
- Chair the Cabinet meetings.
- Assure the development and implementation of the NCCSE policies and Operational Guidance.
- Be responsible for coordinating business services with the Responsible Local Agency (RLA).
- Assure that there is a comprehensive program of personnel development activities.
- Supervise, evaluate and discipline personnel who are responsible to the Director and/or the NCCSE and its member districts and who are employees of the RLA.
- Assist the Community Advisory Committee and act as a resource so that it can fulfill its responsibilities under the Education Code.
- Maintain familiarity with federal and state laws, and local policies relating to special education.
- Disseminate information pertaining to laws and regulations.
- Initiate and press for needed legislation through all available channels.
- Coordinate with educational agencies, public agencies, private providers of services, and other community groups involved in the provision of service for individuals with exceptional needs, including medical facilities, licensed children's institutions, and foster homes.
- Monitor Federal and State special education laws, regulations, guidelines and local policies relating to special education, disseminate information pertaining to these laws, regulations and guidelines to all LEA members, facilitate adherence to such by making recommendations for compliance to the Cabinet and to the Board of Governors, assist with identifying non-compliance and developing and monitoring of any California Department of Education/LEA approved and agreed upon Action Plan(s) to bring the LEA into compliance.
- Address with the Cabinet and Board of Governors any systemic non-compliance SELPA-wide issues.
- Monitor allocation from the state of federal and state funds to the special education local plan area RLA or to the member LEAs.
- Monitor the appropriate use of the federal, state and local funds allocated for special education programs.
- Provide information on program compliance, evaluation, and due process to the Board of Governors, Trustee Review Committee (TRC), Cabinet and Community Advisory Committee.
- Act as secretary to the Board of Governors and TRC.
- Establish meeting times and agendas for Board of Governors, Cabinet, TRC, Finance Committee and Program/Finance Work Group.
- Prepare program and fiscal reports as required by the state.
- Negotiate with Nonpublic School/Agency (NPS/A) interagency agreements and cost of services by committee participation.
- Develop NCCSE Annual Budget Plan and the Annual Service Plan.
- Maintain a Management Information System for purposes of state report requirements.



## **General Responsibilities and Administration of Regionalized Operation and Services**

56195.7(1-6), 56205(a)(12)(B), 56836.23

Coordination and administration of the Local Plan is the responsibility of the North Coastal Consortium for Special Education (NCCSE) Director. Under his/her guidance, the NCCSE member districts shall participate in a coordinated management information system in order to gather pupil count information and State and/or Federal required data.

The NCCSE regional services shall provide a coordinated effort to identify, evaluate, and serve students with disabilities within its member districts. The NCCSE shall also be actively involved in ongoing dialogue and negotiations of agreements with agencies to ensure that all students with disabilities have equal access to programs and services. Among those agencies are:

- California Children's Services
- Children's Mental Health
- San Diego Regional Center for the Developmentally Disabled

The NCCSE Director will assist districts within the NCCSE to implement program review and evaluation activities. The NCCSE Director will assist in the development of a mechanism for correcting any identified problems. The NCCSE Director will also assist districts in collecting data and reporting information to the State Department of Education by:

- Providing notification to the districts of required evaluation data, procedures and timelines.
- Suggesting data sources and procedures.
- Developing agreed-upon evaluation procedures and outcome measures.
- Providing data collected on the Management Information System to districts for inclusion in their reports.
- Providing technical assistance to the LEAs to improve compliance and performance outcomes as determined by CDE.

Additional regionalized services of the NCCSE, delivered and coordinated by the Director/designee, may include:

- Coordinating the services provided by NCCSE and the implementation of the Local Plan.
- Coordinating a system of curriculum development for students accessing the California Alternative Assessment aligned with the Common Core State Standards.
- Working with LEAs in the coordination of services for students with exceptional needs in public hospitals, proprietary hospitals, and residential medical facilities.
- Working with LEAs in the coordination of services for students with exceptional needs in licensed children's institutions and foster family homes.
- Working with LEAs and SDCOE in the coordination of services for students with exceptional needs placed in juvenile court schools.
- Providing technical assistance to complete all required state and federal reports (program and finance reports). Preparing and transmitting all required state and federal reports.
- Developing policies, procedures, manuals, brochures, handbooks, and forms to be utilized by the member districts. These shall be developed with input and approval of the Cabinet, and when appropriate the Community Advisory Committee (CAC). All policies and procedures will be approved by the Board of Governors. All brochures and forms will be approved by the Cabinet.
- Updating and distribution of the Procedural Safeguards, including translated versions as needed.
- Gathering input and coordinating parent education and training for CAC.
- Coordinating a program review and evaluation process to include:

## ITEM 18

- Review of the Annual NCCSE Budget by the Board of Governors, Cabinet, Finance Committee, and CAC
  - Review of the Annual Budget and Services Plan by the Board of Governors, Cabinet, Finance Committee, and CAC
  - Review of the Fund Distribution Plan by the Board of Governors, Cabinet, Finance Committee, and CAC
  - Review of the SELPA member districts' Performance Indicators by the Board of Governors, Cabinet, Program Committee, and CAC
  - Review of the SELPA member districts' Staff Development Needs Survey and the CAC priorities by the Board of Governors, Cabinet, Program Committee, and CAC
  - Review of the pertinent California Special Education Management Information System data and reports by the Board of Governors, Cabinet, and CAC
- Providing fiscal and logistical support to the CAC.
  - Coordinating the fiscal administration and allocation of State and Federal funds.
  - Participating in nonpublic school/agency development of master contracts including rate setting on behalf of member districts and uniform procedures for individual service contracts.
  - Participating in the onsite reviews of County-wide NPS sites in collaboration with CDE.
  - Coordinating regionalized personnel development programs.

## Roles and Responsibilities of Participating Entities

### Responsibilities of Local Governing Boards of Education

56195.5(a) & (b), 56200, 56205(a)(12)(D)(i)

The governing board of each Local Education Agency (LEA) shall approve its participation in the North Coastal Consortium for Special Education.

Each LEA's governing board responsibilities include, but are not limited to:

- Authority over the programs of the district.
- Approval of the Local Plan and revisions.
- LEA compliance with all elements of the Local Plan.
- Responsibility for the quality of the special education programs and facilities in the district.
- Input on SELPA policies and procedures through the Superintendent of the LEA.
- Approval of the selected representatives to the Community Advisory Committee (CAC).
- Selection of a board member to serve on the NCCSE Trustee Review Committee (TRC).
- Approval of Policies and Operational Guidelines as they relate to the LEA and are developed by NCCSE.
- Authority to provide education and services for a student with special needs who resides in a neighboring district and authority to have a student with special needs residing within its boundaries receive special education and related services by a neighboring district.
- Appointment of the LEA Superintendent to the NCCSE Board of Governors.
- Authority over the special education programs and services it directly provides, consistent with the Local Plan.

District governing boards are the policy-making bodies for implementation of the plan. They must approve the governance structure of the plan and provide the necessary administrative support to implement the plan. Boards may request reports from administrators regarding programs and plans for special education and approve local program plans and annual budgets. Local boards rely upon the Board of Governors to develop policies for their consideration and approval for implementation of the plan throughout the region.

**Responsibilities of LEA Superintendents of Education**

56205(a)(12)(D)(i), 56195.1(3)(c)

Each LEA's superintendent, in collaboration with the local district director, monitors the implementation of the local plan and special education program operation in the district. All superintendents are members of the Board of Governors. Superintendents of each LEA are responsible to their respective governing boards. In addition, district superintendents:

- Serve as a member of the Board of Governors.
- Assist in the identification of special education program and service needs for the NCCSE through participation on the Board of Governors.
- Communicate SELPA information to their governing boards.
- Implement district policies and procedures which specifically address general and special education, and the NCCSE programs in accordance with the NCCSE policies and procedures.

**Responsibilities of Local Education Agency (LEA)**

56195.1(b)(2), 56195.1(c)(1), 56195.1(c)(2)(f), 56195.5(b), 56203(c), 56205(a)(12)(D)(i)

Each participating LEA and any charter school which might be accepted as an LEA in the North Coastal Consortium for Special Education (NCCSE), is responsible for implementing programs and services assigned to the local agency and shall provide them through its own facilities and staff. However, when the LEA is unable to provide an appropriate program and/or service(s) for an individual with exceptional needs, that LEA shall, in cooperation with another NCCSE member district, arrange for an appropriate placement through the Individualized Education Program (IEP). If such a placement or service(s) is not possible, the LEA will look outside of the NCCSE.

Each member district, including a charter school, should one be accepted as an LEA within the NCCSE, assures that all individuals with disabilities (birth through 21 years) shall have equal access to instruction and services appropriate to meet their needs, as specified in their Individualized Education Program (IEP). Each LEA within the NCCSE, including a charter school, should one be accepted as a LEA, can choose to operate or not to operate local and/or a regional special education program(s) and service(s).

In addition, the LEA, including a charter school should one be accepted as a LEA, has the following responsibilities:

- Involve special and general education teachers selected by their peers and parents selected by their peers in an active role towards developing the Local Plan.
- Participate with the NCCSE in providing a coordinated system of staff development and parent education activities as required to implement a successful program/ service.
- Provide program, employee, student, and fiscal information as needed by the NCCSE to facilitate program coordination, fiscal accountability, budget preparation, and state, federal, and local reports.
- Adopt a special education budget plan process and to assure audits of the LEA's budget.
- Make available, upon request, information about free or low cost legal services, the phone numbers and/or addresses of an agency designated by the State Department of Education.
- Annually notify in writing its students, employees, and parents/guardians about the procedures for filing a complaint and the uniform complaint procedures. The LEA notification includes the name of the person responsible for special education complaints, the notice of the opportunity to appeal a local decision to the California Department of Education (CDE), any civil law remedies that may be available, and the procedures the CDE will use in investigating the alleged complaints.
- Provide a coordinated system of identification, referral, evaluation, and placement of individuals with disabilities (Child Find).

## ITEM 18

- Provide a coordinated system of curriculum development, aligned with core curriculum, and assure full educational opportunity to all special education students residing in the district.
- Approve its portion of the Annual Services and Budget Plans.
- Utilize the NCCSE-wide management information system to record, document and report suspension/expulsion, disability codes, and all other information required by the NCCSE, State, or Federal reports.
- Provide parents/guardians/surrogates/students procedural safeguards in accordance with State and Federal laws and regulations.
- Follow Interagency Agreements developed between the NCCSE and other public agencies.
- Ensure that the NCCSE employees will have access to special education students, staff, and records.
- Participate in review, implementation, accountability and evaluation of the Local Plan.
- Ensure services to students residing in licensed children's facilities, foster family homes, and medical facilities located within the boundaries of the LEA.
- Provide and coordinate transportation for a student with disabilities to a local/regional program and/or service as indicated on the student's Individualized Education Program.
- Provide coordination of career and vocational transition services.
- Cooperate with the San Diego County Office of Education, member school districts, the NCCSE, and the State and notify each of its intent to elect an alternate option to its membership in the NCCSE at least one year prior to the proposed implementation.
- Agree to indemnify and hold harmless each of the other LEAs within NCCSE and the San Diego County Office of Education.
- Provide parents and/or legal guardians all rights and due process procedures throughout the identification, referral, evaluation, program planning, and placement process. It shall be the philosophy and practice of all member LEAs that any concerns over procedural safeguards be addressed at the local level in a non-adversarial manner. When a parent wishes to file for due process, the district of residence shall provide the phone number and/or address of the agency designated by the State Department of Special Education.
- Address all due process and complaint requests. The NCCSE Director may provide technical assistance and participate in proceedings at the request of the LEA. At such time that a due process or complaint is filed, district staff and NCCSE personnel may work jointly to gather information concerning the issues, and meet with designated compliance, mediation, or hearing officers or local school boards to review the case.
- Accept the transfer of responsibility for a student identified with special needs between an elementary and high school district, which shall occur on September 1, unless otherwise accomplished through graduation from the 6<sup>th</sup> or 8<sup>th</sup> grade or IEP Team decision. The fiscal, case management, and transportation responsibilities for the identified student also transfers to the high school district when the identified student transfers.
- Adopt NCCSE policies for the programs and services it operates and to adopt local policies and procedures to insure compliance with both state and federal regulations.
- Request from the state a waiver should the caseload(s) exceed state guidelines or proposed regulations for a particular program.
- Operate all special education programs and services in accordance with state and federal laws and regulations.
- Cooperate with the county office and other school districts in the geographic area in planning its options under EC 56195.1, and each fiscal year, notify the California Department of Education, impacted special education local plan areas, and participating county offices of its intent to withdraw from the

## ITEM 18

SELPA at least one year prior to the proposed effective date of the implementation to the alternative plan (Education Code 56195.3(b)).

- Any such plan will be submitted to the county office for review.
- Any district initiating a proposal to withdraw from the SELPA shall bear the total cost of consultants retained by the LEA or SELPA to provide a thorough analysis of legal or fiscal implications caused by such proposed action. In addition, any due process costs associated with a withdrawal from SELPA or program transfer within the SELPA shall be borne entirely by the district initiating the change.
- Receive and distribute special education funds (generated from all Federal, State, and property tax sources) for the operation of special education programs and services, pursuant to state and federal law.
- Prepare and submit all required program and fiscal State and Federal reports.

### **Responsibilities of the LEA Administrators of Special Education**

56200, 56205(a)(12)(D)(i)

The responsibilities of the district administrator of special education and the administrator of a charter school, should one be accepted into North Coastal Consortium for Special Education (NCCSE) as an LEA, include:

- Developing and implementing district special education policies and procedures in accordance with the NCCSE policies and procedures, state and federal law.
- Representing the district on the NCCSE Cabinet.
- Establishing local district procedures for the nomination and selection of district representatives to the CAC.
- Acting in the capacity of administrator at local district IEP meetings.
- Participating on NCCSE committees as a Cabinet representative.

### **Responsibilities of the San Diego County Office of Education [Responsible Local Agency (RLA)]**

56195.1(b)(3), 56195.1(c)(2), 56195.5(a)(b), 56205(a)(12)(D)(i) & (ii), 56205(a)(12)(D)(ii)(iv), 56205(a)(12)(D)(ii)(v)

The RLA shall be designated by the positive vote from eight (8) members of the Board of Governors and the consent of the governing board of the RLA. The San Diego County Office of Education (SDCOE) is currently designated by the Board of Governors as the RLA for the North Coastal Consortium for Special Education (NCCSE).

The Superintendent of Schools, SDCOE, or designee, shall attend the NCCSE Board of Governors meetings and serve in an advisory capacity, without voting privileges. It will be the role of the RLA to carry out the functions described in the Local Plan and/or any contract developed between the NCCSE and the RLA. The RLA is a “flow-through” position and not one of policy or decision-making. Responsibilities include:

- Acting as the entity for receipt, disbursement and monitoring of federal and state funds in accordance with law and the decisions of the Board of Governors. The RLA shall provide regular information on receipts and disbursements of funds, prepare fiscal reports, and respond to audits as necessary. The RLA will consult with and advise the NCCSE Director in the preparation of program and fiscal reports required by the state. The RLA will follow the AB 1200 oversight process, assist LEA’s with audits, and provide the NCCSE with fiscal analyst/budget management.
- Acting as the official employer of the NCCSE personnel in accordance with law and the decisions of the Board of Governors, the RLA will provide for recruitment, employment, evaluation, attendance, and leave in accordance with procedures established by the San Diego County Office of Education. Such

## ITEM 18

employment functions shall be solely for the convenience of the NCCSE and shall place no long-term obligations on the RLA should funding for the NCCSE positions cease or decrease.

- Providing for facilities, staff, and equipment approved by the Board of Governors, through rental and/or contractual agreements.
- Providing for such services as duplicating, printing, data processing, etc., on a fee basis equivalent to other users and approved by the Board of Governors.
- Acquiring, inventorying, and disposing of fixed assets for the purpose of carrying out the mission of the NCCSE, subject to the consent of the Board of Governors.
- Receiving gifts, contributions, and services for the use of the NCCSE, subject to the approval of the Board of Governors.
- Providing services and relevant provisions of contracts between the RLA/NCCSE and its employees governing wages, hours, and working conditions.

The NCCSE will submit their Local Plan to the RLA for review and will cooperate with the RLA to assure that its Local Plan is compatible with other Local Plans within the San Diego County.

The NCCSE and its member districts will communicate with the RLA if planning to elect an alternative administrative entity and/or will notify the RLA and the state department if the special education local plan area is impacted and wishes to elect an alternative option from those specified in Section 56195.1 at least one year prior to the proposed effective day of implementation.

Through a Memorandum of Understanding (MOU), the NCCSE and the RLA ensure students attending school in the county's Juvenile Court and Community Schools (JCCS) have access to special education services while they are detained in programs operated by the County Board of Supervisors and the County's Summit Schools and Community Home Education Programs (see Memorandum of Understanding on file locally).

The RLA shall actively be involved with the NCCSE in developing and revising the Agreement for Nonpublic, Nonsectarian School Services and Agency Services Master Contract. In addition, the RLA will assist the NCCSE in negotiating costs for NPS/NPA.

The Administrative Unit (AU) is responsible for implementing the following functions:

- Administrative and Business support, including establishing and maintaining an office for SELPA staff.
- Employment of SELPA staff to coordinate implementation of the local plan.
- Approval of the Annual Budget and Services Plan upon the recommendation of the Board of Governors.
- Hearing appeals of unresolved issues brought before it by districts, Board of Governors, or the Trustee Review Committee. Decisions of the County Board upon such appeals will be implemented.



## **Additional Elements of the Local Plan**

### **Income Distribution Agreement and Maintenance of Effort**

An income distribution agreement has been adopted by the SELPA and shall be reviewed and revised on a regular schedule. The model distributes all funds pursuant to applicable state and federal regulations. Districts and the SDCOE acknowledge the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates.

### **Annual Budget Plan**

The SELPA shall adopt an annual budget plan at a public hearing scheduled at a Board of Governors' meeting in compliance with all legal mandates. The annual budget plan shall identify expected income and expenditures as required by state and federal laws.

### **Annual Service Plan**

The SELPA shall adopt an annual services plan at a public hearing scheduled at Board of Governors' meeting in compliance with all legal mandates. The services plan provides an overview of the programs and services available within the SELPA.

### **State and Federal Fund Allocation**

The North Coastal Consortium for Special Education (NCCSE) Director will utilize The CDE Special Education Exhibit, average daily attendance (ADA) information, input from the Finance Committee, Cabinet, Program/Finance Work Group, CAC, other sources of information and data collected to formulate a yearly recommendation for the distribution of state and federal funds to the local education agencies (LEA) within the NCCSE and to a Charter School should they be accepted as a LEA. This will be the Fund Distribution Plan for the upcoming fiscal year.

Each year after the P2 Data is available, the NCCSE Director, based on the NCCSE Fund Distribution Plan, will recommend a proposed distribution of state and federal funds to the Finance Committee for the following year. The Finance Committee will recommend approval of this Fund Distribution Plan to the Board of Governors for approval. The San Diego County Office of Education (RLA) will distribute state and federal funds for the following year to each member LEA, based upon the Fund Distribution Plan approved by the Board of Governors. Monitoring appropriate use of federal, state and local funds allocated for special education programs and preparation of program and fiscal reports requested by the state are initiated by the NCCSE. They shall be completed and audited by the local LEA and finalized by the RLA AB 1200 oversight process.

### **Operation of Special Education Programs**

Each member district of the North Coastal Consortium for Special Education (NCCSE), including any charter school which might be accepted as a local education agency (LEA), assures that all individuals with disabilities (birth through 21 years) shall have equal access to instruction and services as specified in the Individualized Education Program (IEP) in the student's least restrictive environment. Each LEA within the NCCSE, including a Charter School should they be accepted as a LEA, can choose to provide a full continuum of services within their district or not.

In the event that a NCCSE member district is unable to provide the specialized program(s), services, and supports required in the student's IEP, the LEA may enter into an agreement with a NCCSE member district who will provide those services. Each year, no later than May, the Program Cabinet will approve a master list of the classes which will be available for other NCCSE member districts to access in order to provide services they are unable to provide. Each LEA Director will identify existing classes, classes which have moved location, and new classes



## ITEM 18

available as part of the yearly update. This yearly "Tuition Classes Available" list will be approved at the subsequent Board of Governors meeting.

The NCCSE Director will work with the NCCSE Program Business Specialist to create an Intra-SELPA Calculator which will be used by all NCCSE member districts to calculate the cost of these Tuition Classes. This calculator will be reviewed yearly by the Program Cabinet to insure that all of the class types and services are included. The Board of Governors approves this calculator yearly as well as the list of available classes.

### **Programs for Early Childhood Special Education**

See Interagency Agreement between San Diego Regional Center for the Developmentally Disabled and San Diego County Special Education Local Plan Areas and Local Education Agencies and Superintendent of Schools San Diego County Office of Education for California Early Start Program (Part C of IDEA) in the Exhibits section related to services for children aged birth to three years. For a listing of programs for early childhood special education programs and services for children aged three through five years of age, see the Annual Service Plan.

### **Services in Alternative Educational Settings**

It shall be the policy of this SELPA that children with disabilities residing in hospitals, licensed children's institutions (LCIs), foster homes, juvenile court schools, and county community schools shall be provided with special education and related services as appropriate to their IEPs. Any student residing within the SELPA, including within any of these settings, may be referred for special education services.

### **Hospitalized Students**

Each LEA shall be responsible for the provision of special education and related services to students with special needs residing in hospitals and other residential facilities located within the geographical area of the districts. Each LEA shall first consider services operated by the LEA and by the other LEAs within the SELPA, and/or by the County Office of Education. If the special education services available within these entities are not appropriate, the LEA shall contract with an appropriate service provider for implementation of the student's IEP.

### **State Hospital Programs**

No state hospital programs are located within the NCCSE. The education code provides that the county wherein the hospital is located shall provide special education services. The LEA is to receive prior notice regarding the return of a student to the district within the SELPA from any state hospital program. If the district of residence does not receive prior notification, the district will attempt to obtain the current educational records and SELPA agrees to provide appropriate technical assistance to the district of residence in order to facilitate a timely and appropriate placement into an educational setting.

### **Licensed Children's Institutions (LCI) and Foster Homes**

Each LEA shall be responsible for the provision of special education and related services to individuals with exceptional needs residing in LCIs and foster homes located within the geographical area of the LEA. Each LEA shall first consider services operated by the LEA, other LEAs within the SELPA, and/or by the County Office of Education. If the special education services available within these entities are not appropriate, the LEA shall contract with an appropriate service provider for implementation of the student's IEP.

### **Juvenile Court and Community Schools**

Students with exceptional needs who have been placed in a juvenile court or community school will be provided services as appropriate to their IEP. As identified in the Education Code, procedures for identification, referral,

## ITEM 18

program planning, and review shall be followed. The policy for providing services in the least restrictive environment may be interpreted in relation to the amount of segregation being utilized in the institution.

**Oversight of Nonpublic School Placements**

Each LEA that contracts with a nonpublic, nonsectarian school shall evaluate the placement of its pupil(s) in such schools on at least an annual basis as part of the annual IEP review. The LEA representative shall review the master contract, the individual services agreement, and the IEP to ensure that all services agreed upon and specified in the IEP are provided.

Nonpublic, nonsectarian schools are required by the master contract and the IEP to annually evaluate the pupil to determine if they are making appropriate educational progress. The LEA representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring pupil progress. The LEA may choose to administer additional assessments as necessary, with parent consent where required, to determine whether the pupil is making adequate educational progress.

**Utilization of General Education Resources**

Each LEA shall ensure that a pupil is referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. Such resources may include, but not be limited to, response to intervention models, student success teams, early literacy programs, and remedial programs.

**Reading Criteria**

Each LEA shall ensure that all eligible children with disabilities will participate in the California Reading Initiative in order to improve their educational results. Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that includes:

1. Information about current literacy and learning research.
2. State adopted standards and frameworks.
3. Increased participation of students with disabilities in statewide student assessments.
4. Research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

**Access to Core Curriculum**

Each LEA shall ensure that students with disabilities will have access to:

1. All required core curriculum including state adopted core curriculum and supplementary materials.
2. Instructional materials and support.

**Low Incidence Funds**

Funds for low incidence equipment, materials, and supplies as well as for low incidence services are restricted to support students in the following disability categories: hard-of-hearing, deaf, visual disability, severely orthopedically impaired, and deaf-blind. The funds are distributed to each LEA by the number of resident students with low incidence disabilities reported by CDE. District are required to follow all applicable laws and regulations related to low incidence funding to include receipt of funds, expenditure of funds, maintenance of an inventory, exchange of equipment, and reporting to the state.

## ITEM 18

**Request for SELPA Membership by a Charter School**

A request by a charter school to participate as an LEA in the North Coastal Consortium for Special Education will not be treated differently from a similar request made by a school district. In reviewing and approving such a request, the following requirements shall apply:

1. The charter school shall participate in State and Federal funding for special education and receive funding in the same manner as other LEAs of the SELPA as specified in the SELPA income distribution model.
2. The charter school shall participate in the governance of the SELPA in the same manner as other LEAs of the SELPA.
3. The addition of new members to the NCCSE, as approved by the Board of Governors, shall be followed by an amendment to the local plan.

**Policies, Operational Guidelines and Local Agreements**

SELPA Policies, Operational Guidelines and local agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed and are available upon request. These documents can be requested through the SELPA office.

All policies and procedures adopted by the Board of Governors shall have the same status as other local education agency board policies. Policies governing NCCSE and its member districts shall be adopted by the Board of Governors and implemented the following calendar year beginning July 1, unless noted differently in the approved action. The Cabinet will review, make the required changes and approved the Policies with a recommendation to be approved by the Board of Governors. The SELPA policies shall be reviewed on a schedule of no less than every 4 years.

Operational Guidelines will be approved by either the Program Cabinet or the Finance Committee or both, depending upon the content.

**Interagency Agreements**

Interagency agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed with the following agencies:

1. California Children's Services
2. Head Start San Diego County Office of Education
3. San Diego Regional Center

Other interagency agreements will be developed as needed. Copies of these documents can be requested through the SELPA office.

**Amendments to the Local Plan**

The SELPA Administrator shall be responsible for the coordination of the development of any proposed amendments to the local plan.

Amendments to the permanent portion of the local plan may be considered at any time. The Executive Committee may adopt changes to the local plan on an interim basis, not to exceed one school year. To formally adopt proposed and interim amendments the following procedure shall be followed:

1. A committee comprised of special and regular education teachers and administrators as well as CAC representatives shall be convened to provide input and make recommendations regarding the proposed or interim amendments to the local plan.

## ITEM 18

2. The CAC and other advisory groups as determined appropriate by the SELPA Administrator will review the recommended amendments to the local plan, as presented by the committee, and provide additional input and revision, if needed.
3. The Program Cabinet will review the recommended amendments, propose any final revisions, and submit the final draft to the Board of Governors for approval.
4. The Board of Governors will review and approve the final draft amendments of the local plan and submit to the LEA governing boards for approval.
5. LEA governing boards will review and take action on the recommended amendments to the local plan within 60 days of submission from the Board of Governors.
6. Amendments require the approval of each LEA governing board.
7. Following approval by all LEA governing boards, the SELPA will submit the local plan to the California Department of Special Education for submission to the State Board of Education.

**Public Participation**

Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the Local Plan, may address their questions or comments to the Community Advisory Committee (CAC) or the Board of Governors on a particular agenda item, policy, procedure, or Local Plan during the designed public comment time established in each of their agendas. Time for public comment is on every agenda which affords individuals the opportunity to make comment prior to the adoption of policies, procedures, the Annual Budget or Service Plan, Local Plan, or revisions to the CAC bylaws.

**Dispute Resolution**

In the event of a disagreement among local education agencies within the North Coastal Consortium for Special Education (NCCSE), a district and NCCSE, or the NCCSE and the Responsible Local Agency (RLA), a dispute resolution process shall be in place. It is the intent of the Board of Governors that issues be resolved at the lowest level possible. If any party involved in a disagreement is a voting member on the Board of Governors, the alternate for that district/office will replace the voting member during the resolution of the dispute. This policy is intended to resolve disagreements within a period of 45 days.

If a local education agency (LEA) disagrees with a decision or practice of another LEA, NCCSE, or the RLA, that local education agency or NCCSE has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the assistance of the NCCSE Director or the Chair of the Board of Governors. If this process fails, the parties may pursue a hearing on the issues and resolution with the Board of Governors.

If either party disagrees with the recommendation of the Board of Governors, and the dispute relates to the distribution of funding, the responsibility for service provision, or other governance activities specified within Local Plan, the dispute shall be submitted to the Trustee Review Committee (TRC) Appeals Board whose decision shall be a final binding arbitration.

**Legal References**

Federal Requirements: *20 USC Chapter 33 Subchapter II & III*

State Requirements: *Education Code 47640-47647, 56001, 56190-56194, 56195, 56195.1 , 56195.3, 56195.5, 56195.7, 56195.8, 56195.9, 56195.10, 56205, 56206, 56207, 56207.5, 56208, 56240, 56241, 56301, 56368, 56475, 56836.03, 56836.23, 56842, and California Code of Regulations 3052*



# NORTH COASTAL CONSORTIUM FOR SPECIAL EDUCATION

## SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY ASSURANCES

California Department of Education  
Form SED-LP-5 (Revised 3/2016)

Special Education Division

**1. Free appropriate public education (20 United States Code [U.S.C.] § 1412 [a][1])**

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

**2. Full educational opportunity (20 U.S.C. § 1412 [a][2])**

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children.

**3. Child find (20 U.S.C. § 1412 [a][3])**

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

**4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])**

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

**5. Least restrictive environment (20 U.S.C. § 1412 [a][5])**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

**6. Procedural safeguards (20 U.S.C. § 1412 [a][6])**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

**7. Evaluation (20 U.S.C. § 1412 [a][7])**

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

**8. Confidentiality (20 U.S.C. § 1412 [a][8])**

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

**9. Part C to part B transition (20 U.S.C. § 1412 [a][9])**

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

**10. Private schools (20 U.S.C. § 1412 [a][10])**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

**11. Local compliance assurances (20 U.S.C. § 1412 [a][11])**

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

**12. Interagency (20 U.S.C. § 1412 [a][12])**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.



**13. Governance (20 U.S.C. § 1412 [a][13])**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

**14. Personnel qualifications (20 U.S.C. § 1412 [a][14])**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

**15. Performance goals and indicators (20 U.S.C. § 1412 [a][15])**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

**16. Participation in assessments (20 U.S.C. § 1412 [a][16])**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

**17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

**18. Maintenance of effort (20 U.S.C. § 1412 [a][18])**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

**19. Public participation (20 U.S.C. § 1412 [a][19])**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. Rule of construction (20 U.S.C. § 1412 [a][20])**

(Federal requirement for state educational agency only)

**21. State advisory panel (20 U.S.C. § 1412 [a][21])**

(Federal requirement for state educational agency only)

**22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

**23. Access to instructional materials (20 U.S.C. § 1412 [a][23])**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

**24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])**

It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

**25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

**26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])**

(Federal requirement for state educational agency only)

**27. Data (20 U.S.C. § 1418 [a–d])**

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

**28. Charter schools (California Education Code 56207.5 [a–c])**

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.

**ELEMENTS OF THE LOCAL PLAN**

<b>CHAPTER 3. ELEMENTS OF THE LOCAL PLAN</b>	<b>Cross Reference</b>	<b>Page # where criteria can be located in Local Plan</b>	<b>Compliance Checklist (For CDE use)</b>
<b>Article 1. 1 State Requirements</b>			
<b>56205 (a)</b> Each special education local plan area submitting a local plan to the superintendent under this part shall demonstrate, in conformity with subsection (a) of Section 1412 of, and paragraph (1) of subsection (a) of section 1413 of, Title 20 of the United States Code, that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing the following:	56195.1 (a)(12)(D)	Exhibit A pp. 1-22	
<b>56205 (a) (12) (A)</b> A description of the governance and administration of the plan, including identification of the governing body of a multi-district plan or the individual responsible for administration in a single district plan, and of the elected officials to whom the governing body or individual is responsible.	56195.1 (a)(12)(D)	pp. 1-8	Yes ( ) No ( )
<b>56205 (a) (12) (B)</b> A description of the regionalized operations and services listed in Section 56836.23 and the direct instructional support provided by program specialists in accordance with Section 56368 to be provided through the plan		pp. 6-8 pp. 9-10	Yes ( ) No ( )
<b>56205 (a) (12) (C)</b> Verification that a community advisory committee has been established pursuant to Section 56190.		pp. 5-6	Yes ( ) No ( )

**ELEMENTS OF THE LOCAL PLAN**

<b>CHAPTER 3. ELEMENTS OF THE LOCAL PLAN</b>	<b>Cross Reference</b>	<b>Page # where criteria can be located in Local Plan</b>	<b>Compliance Checklist (For CDE use)</b>
<b>Article 1. 1 State Requirements</b>			
<b><u>Multidistrict SELPAs</u></b> <b>56205 (a) (12) (D)</b> Multidistrict plans, submitted pursuant to subdivision (b) or (c) of Section 56195.1, shall do the following:			
<b>56205 (a) (12) (D) (i)</b> Specify the responsibilities of each participating county office and district governing board in the policymaking process, the responsibilities of the superintendents of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the local plan.	56195.1	pp. 11-16	Yes ( ) No ( )
<b>56205 (a) (12) (D) (ii)</b> Identifying the respective roles of the administrative unit and the administrator of the special education local plan area and the individual local education agencies within the special education local plan area in relation to the following:	56195.1 (b)		
<b>56205 (a) (12) (D) (ii) (I)</b> The hiring supervision, evaluation, and discipline of the administrator of the special education local plan area and staff employed by the administrative unit in support of the local plan.		p. 7 pp. 14-16	Yes ( ) No ( )
<b>56205 (a) (12) (D) (ii) (II)</b> The allocation from the state of federal and state funds to the special education local plan area administrative unit or to local education agencies within the special education local plan area.	56195.1 (b)	pp. 1-2 pp. 14-16 p. 17	Yes ( ) No ( )
<b>56205 (a) (12) (D) (ii) (III)</b> The operation of special education programs.		pp. 1-22	Yes ( ) No ( )
<b>56205 (a) (12) (D) (ii) (IV)</b> Monitoring the appropriate use of federal, state, and local funds allocated for special education programs.		p. 7 p. 15-17	Yes ( ) No ( )

### ELEMENTS OF THE LOCAL PLAN

CHAPTER 3. ELEMENTS OF THE LOCAL PLAN	Cross Reference	Page # where criteria can be located in Local Plan	Compliance Checklist (For CDE use)
<b>Article 1. 1 State Requirements</b>			
<b>56205 (a) (12) (D) (ii)(V)</b> The preparation of program and fiscal reports required of the special education local plan area by the state.		pp. 7-8 p. 15 p. 17	Yes ( ) No ( )
<b>56205 (a) (13)</b> Copies of joint powers agreements or contractual agreements, as appropriate, for districts and counties that elect to enter into those agreements pursuant to subdivision (b) or (c) of Section 56195.1.		pp. 17-21	Yes ( ) No ( )
<b>56205 (b) (1)</b> Each local plan submitted to the superintendent under this part shall also contain all the following:			
(1) An Annual Budget Plan that shall be adopted at a public hearing held by the special education local plan area Notice of this hearing shall be posted in each school in the local plan area at least 15 days prior to the hearing. The annual budget plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraph (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and Section 56195.9. The annual budget plan shall identify expected expenditures for all items required by this part which shall include, but not be limited to, the following:		To be submitted one year after plan is approved by CDE	The due date for the Annual Budget Plan is June 30 each fiscal year.
<b>56205(b) (1) (A)</b> Funds received in accordance with Chapter 7.2 (commencing with Section 56836).			
<b>56205(b) (1) (B)</b> Administrative costs of the plan.			
<b>56205(b) (1) (C)</b> Special education services to pupils with severe disabilities and low incidence disabilities.			

### ELEMENTS OF THE LOCAL PLAN

CHAPTER 3. ELEMENTS OF THE LOCAL PLAN	Cross Reference	Page # where criteria can be located in Local Plan	Compliance Checklist (For CDE use)
<b>Article 1. 1 State Requirements</b>			
56205(b) (1) (D) Special education services to pupils with nonsevere disabilities.		To be submitted one year after plan is approved by CDE	
56205(b) (1) (E) Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.			
56205(b) (1) (F) Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2.			
56205(b) (1) (G) The use of property taxes allocated to the special education local plan area pursuant to Section 2572.			

## ELEMENTS OF THE LOCAL PLAN

CHAPTER 3. ELEMENTS OF THE LOCAL PLAN	Cross Reference	Page # where criteria can be located in Local Plan	Compliance Checklist (For CDE use)
<b>Article 1. 1 State Requirements</b>			
<p><b>56205 (b) (2)</b> An Annual Service Plan shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school district in the special education local plan area at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) and paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by county offices or education, and juvenile court schools, regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.</p>		To be submitted one year after plan is approved by CDE.	The due date for the Annual Service Plan is June 30 each fiscal year.
<p><b>56205 (b) (3)</b> A description of programs for early childhood special education from birth through five years of age.</p>		pp. 12-14 pp. 17-21 Ex A pp. 1-2	Yes ( ) No ( )
<p><b>56205 (b) (4)</b> A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the governing body or individual.</p>	56205 (b) (1) 56205 (b) (2)	p. 1-16 p. 22 Ex A p. 3	Yes ( ) No ( )



**ELEMENTS OF THE LOCAL PLAN**

<b>CHAPTER 3. ELEMENTS OF THE LOCAL PLAN</b>	<b>Cross Reference</b>	<b>Page # where criteria can be located in Local Plan</b>	<b>Compliance Checklist (For CDE use)</b>
<b>Article 1. 1 State Requirements</b>			
<b>56205 (b) (5)</b> A description of a dispute resolution process, including mediation and final binding arbitration to resolve disputes over the distribution of funding, the responsibilities for service provision, and the other governance activities specified within the plan.		p. 3	Yes ( ) No ( )
<b>56207.5</b> A request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district. In reviewing and approving a request by a charter school to participate as a local educational agency in a special education local plan area, the following requirements shall apply:		pp. 12-14 p. 20 Ex A. p. 4	
<b>56207.5 (a)</b> The special education local plan area shall comply with Section 56140.		pp. 12-14 p. 20 Ex. A. p. 4	Yes ( ) No ( )
<b>56207.5 (b)</b> The charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to subdivision (i ) of Section 56195.7 or Section 56836.05 in the same manner as other local educational agencies of the special education local plan area.	56195.1 (f) 56203	pp. 11-20 Ex. A. p. 4	Yes ( ) No ( )
<b>56207.5 (c)</b> The charter school shall participate in governance of the special education local plan area in the same manner as other local educational agencies of the special education local plan area.	56195.1 (f) 56203	pp. 11-20 Ex. A. p. 4	Yes ( ) No ( )

**LOCAL INTERAGENCY AGREEMENT**

**BETWEEN**

**SAN DIEGO REGIONAL CENTER  
FOR THE DEVELOPMENTALLY DISABLED**

**AND**

**SAN DIEGO AND IMPERIAL COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREAS**

**SUPERINTENDENT OF SCHOOLS  
SAN DIEGO COUNTY OFFICE OF EDUCATION**

**AND**

**SUPERINTENDENT OF SCHOOLS  
IMPERIAL COUNTY OFFICE OF EDUCATION**



**May 2011**

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 DIEGO REGIONAL CENTER  
FOR THE DEVELOPMENTALLY DISABLED**

By (Authorized Signature)

*Carlos Flores*  
Name & Title (Type or Print)

Date

**IMPERIAL COUNTY  
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

*Anne J. Mallory*  
Name & Title (Type or Print)

Date

**NORTH COASTAL SELPA**

By (Authorized Signature)

*Justin Cunningham*  
Justin Cunningham  
Chair, NCCSE  
Name & Title (Type or Print)

Date 12-5-11

**SOUTH COUNTY SELPA**

By (Authorized Signature)

*Chris Oram*  
Chris Oram Ed.D.  
Name & Title (Type or Print)  
Superintendents' Council Chair

Date November 16, 2011

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

By (Authorized Signature)

*Arthur S. Hanby Jr.*  
Arthur S. Hanby Jr., CPPO, C.P.M., CPPB  
Name & Title (Type or Print)  
Strategic Sourcing and Contracts Officer

Date

07/11/2012

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

*Lora L. Duzyk*  
Name & Title (Type or Print)

Date

ASSISTANT SUPERINTENDENT

**EAST COUNTY SELPA**

By (Authorized Signature)

*Ernie Anastos*  
Ernie Anastos, Superintendent  
Name & Title (Type or Print)

Date December 14, 2011

Date

**NORTH INLAND SELPA**

By (Authorized Signature)

*Robert Graeff*  
Robert Graeff, Superintendent - Council Chair  
Name & Title (Type or Print)

Date 11-17-11

Date

**POWAY UNIFIED SCHOOL DISTRICT**

By (Authorized Signature)

*John P. Collins*  
John P. Collins, Superintendent  
Name & Title (Type or Print)

Date 2-3-12

Date

**LEGALITY AND FORM APPROVED**

*Patrick D. Frost* 6/19/12  
PATRICK D. FROST, Assistant General Counsel  
San Diego Unified School District

Approved in public meeting of the  
Board of Education of the San Diego  
Unified School District on 6/28/12  
*Josephine Vasquez* for  
Cheryl Ward, Board Action Officer.

# SAN DIEGO REGIONAL CENTER LOCAL INTERAGENCY AGREEMENT

## CONTENTS

### Preface

Agreement Approval .....	i
Acknowledgments .....	ii
Task Force Members .....	ii
Purpose and Scope of this Agreement .....	iii
Interagency Dispute Resolution .....	iv
Evaluation of Plan .....	iv
Review of Interagency Agreement .....	v

### Agreements

A. Exchange of Agency Information .....	1
B. Child Find/Case Finding .....	3
C. Evaluations .....	4
D. Individualized Education Program/Individual Program Plan.....	6
E. Related Services .....	8
F. Infants, Birth until Three .....	9
G. Preschool, Ages Three through Five.....	10
H. Consumer/Pupil Relocation .....	11
I. Due Process/Procedural Safeguards .....	15
J. Administration.....	16
K. Specialized Equipment.....	18
L. Transition.....	19

### Appendixes

Appendix 1 Map of San Diego and Imperial County SELPAs .....	22
Appendix 2 District Membership List by SELPA .....	23
Appendix 3 Regional Center Directory .....	25
Appendix 4 Eligibility Criteria for Special Education .....	26
Appendix 5 Eligibility for Regional Center Services.....	33
Appendix 6 Definition of School Age Eligibility from Education Code 56026.....	34
Appendix 7 IEP/IPP Developmental Process Chart .....	36
Appendix 8 Notification of Placement of Individual with Exceptional Needs in Licensed Children’s Institution Including Foster Homes.....	37
Appendix 9 Regional Center Guidelines for Notifying SELPAs Prior to Placement .....	38
Appendix 10 Sample Form: Appointment of Educational Representative .....	39
Appendix 11 Education Parent Rights .....	40
Appendix 12 SDRC Resident Rights .....	53
Appendix 13 Education Flow Chart of the Uniform Complaint Process Due Process Hearing Timelines Complaint Procedure .....	55
Appendix 14 San Diego Regional Center Appeal Procedure .....	57

Definitions .....	67
-------------------	----

**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 DIEGO REGIONAL CENTER  
FOR THE DEVELOPMENTALLY DISABLED**

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**IMPERIAL COUNTY  
SUPERINTENDENT OF SCHOOLS**

**EAST COUNTY SELPA**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NORTH COASTAL SELPA**

**NORTH INLAND SELPA**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SOUTH COUNTY SELPA**

**POWAY UNIFIED SCHOOL DISTRICT**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

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

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

\_\_\_\_\_  
Date

## **ACKNOWLEDGMENTS**

This revision of the Interagency Agreement was completed as a result of many hours of intense discussion, draft versions and input from many representatives of the San Diego Regional Center serving San Diego and Imperial Counties and from the San Diego County Office of Education, the Imperial County Office of Education, the seven SELPAs and individual school districts in the two county area. All individuals gave of their time and energy to improve the efficiency and quality of services to the children and young adults served by both agencies.

## **TASK FORCE MEMBERS**

### Regional Center Representatives

Ron Plotkin, PhD., Director of Special Projects  
Nina Garrett, Associate Director, Case Management Services

### Education Representatives

Carolyn Nunes, Senior Director, Special Education Services  
San Diego County Office of Education, Co-chairperson  
Susan Bobbitt-Voth, Senior Director, North Inland SELPA  
Sheila Weinberg, Senior Director, South County SELPA  
Tim Glover, Director, East County SELPA  
Heather Zumbahlen, Program Specialist, East County SELPA  
Susan Martinez, Director, San Diego Unified School District  
Theresa Kurtz, Director, Poway Unified School District  
Gayle Patterson, Program Specialist, North Coastal SELPA  
Kurt Leptich, Director, Imperial County Office of Education

## **PURPOSE AND SCOPE OF THIS AGREEMENT**

This agreement is between the San Diego Regional Center for the Developmentally Disabled (SDRC) and public school districts in the Special Education Local Plan Areas (SELPAs), San Diego County Office of Education (SDCOE) and Imperial County Office of Education (ICOE). This agreement is for individuals requiring special education services via the IEP process from three to age twenty-two.

The purpose of this agreement is to provide local guidelines and working procedures for the staffs of the public education agencies of San Diego and Imperial counties and the San Diego Regional Center for the implementation of the state interagency agreement. The agreement developed by the California Department of Education, Special Education Division, and the California Department of Developmental Services, Community Operations Branch (Regional Centers), covers state-level commitments by the respective agencies to provide both education and program services to eligible individuals with disabilities. Both the California Department of Education and the California Department of Developmental Services must be accountable for the effective use of all monies allocated by the California legislature. Neither agency may supplant the budget of any other agency that receives public funds and has the legal responsibility for providing specific services to eligible individuals with disabilities.

It is the intent of this local interagency agreement to:

1. Identify each agency's responsibility to the eligible individuals with disabilities, including which services are to be provided by each agency.
2. Delineate the fiscal responsibility of each agency to provide services to eligible individuals with disabilities.
3. Establish joint planning at the local level to ensure that resources will be utilized in the most effective manner.
4. Establish and maintain channels of communication between the agencies at the local level.
5. Ensure that each agency conforms to legislative mandates and intents.
6. Establish a process to resolve disputes beginning at the lowest local level possible.
7. Ensure the recognition and respect for the advocacy role of each agency in the identification and delivery of a free appropriate public education.



## **INTERAGENCY DISPUTE RESOLUTION**

San Diego Regional Center (SDRC) and the LEAs believe that problems should be resolved at the lowest local level possible. LEA representatives and SDRC staff are encouraged to contact the appropriate supervisor(s) if concerns arise so that problems can be resolved quickly and avoid interagency disputes if possible. All parties agree to work in a cooperative, timely manner to achieve resolution of any interagency dispute that may arise.

The following step-by-step procedures will be utilized.

1. If there is a disagreement between the line staff of the SDRC/LEA agencies, the involved parties and their supervisors will meet to resolve the issues within 10 working days.
2. If issues cannot be resolved in step 1, the SDRC/LEA administrators of the staff involved in the dispute will clarify the issues in writing and attempt to resolve the issues through discussion within the next 10 working days.
3. If the issues remain unresolved, a panel of at least two representatives from each agency will review the issues in dispute and make recommendations for resolution within the next 10 working days.
4. After steps 1 through 3 have been exhausted, SDRC and the LEA may; a) request mediation/facilitation from other resources with the cost to be shared equally between the agencies; or b) request technical assistance in writing from Department of Developmental Services (DDS) and California Department of Education (CDE). This step should be completed within the next 20 working days.
5. If resolution cannot be reached through mediation/facilitation, or if agencies agree to a state-level review in lieu of local mediation or technical assistance, the issue will be jointly referred by the SDRC and the LEA in writing to DDS and CDE for a state-level review and resolution.

### **Evaluation of the Plan**

The effectiveness of this Interagency Agreement will be reviewed on an annual basis by a committee comprised of Regional Center representatives, SELPA directors and local education agencies. This review shall include an analysis of such data as complaints, due process, evaluations of joint staff development, and other items deemed appropriate. An annual plan will be developed to address any identified needs.

In addition to the analysis included above, the representative committee, on an annual basis, shall review the prior year joint planning objectives with each SELPA region and develop planning objectives for the next year.



## **REVIEW OF INTERAGENCY AGREEMENT**

This agreement will be reviewed triennially or as the need arises upon request of the agencies ratifying this agreement. The agency requesting a review shall specify the reasons for such review in writing to all the participating agencies. Any interested parties may submit recommendations for review to their representative agency.

No additions, deletions or modifications may be made to this agreement without the joint written approval of the participating agencies of the agreement. This document shall be revised as necessary to conform to changes in federal and state legislation. Liaison persons designated by the San Diego County Office of Education, Student Services Division, and/or Imperial County SELPA Office and San Diego Regional Center will initiate triennial review procedures and facilitate requests for interim revisions. Upon revisions/renewal of the interagency agreement inservice meetings will be jointly planned and conducted to in a timely manner disseminate this agreement and to enhance interagency communication.

**This document is in effect until replaced by a revised interagency agreement by all participating agencies.**

**REGIONAL CENTER AND EDUCATIONAL AGENCIES AGREEMENT**

**A. EXCHANGE OF AGENCY INFORMATION:** The Local Educational Agencies (LEAs) and Regional Center shall facilitate the exchange of information between agencies.

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center

1. By October 1 of each year, the San Diego County Office of Education (SDCOE) Special Education Services and Imperial County SELPA shall provide San Diego Regional Center (SDRC) with the names and addresses of the SELPA administrators in the seven Special Education Local Plan Areas and a list of school district special education administrators.
2. The SDCOE shall disseminate to SELPA administrator’s copies of the information received from the SDRC.

1. By October 1 of each year San Diego Regional Center will designate to the SDCOE Special Education Services and Imperial County SELPA the SDRC representative, who will serve as the liaison person for facilitating interactions with local educational agencies, along with their geographic assignments. A list of personnel contacts in Regional Center branch offices shall also be provided.
2. The SDRC liaison person(s) shall disseminate to appropriate Regional Center staff copies of information received from education agencies.

APPENDIX 1 and 2: SAN DIEGO COUNTY AND IMPERIAL COUNTY MAPS OF SELPAs WITH DIRECTORY LISTINGS TO BE ANNUALLY PROVIDED TO EACH AGENCY

REFER TO APPENDIX 1 and 2

3. By January 15 of each year, representatives of the SDCOE and Imperial County SELPA shall disseminate to SDRC liaison person(s) changes in general policies, laws and regulations, as appropriate.

3. By January 15 of each year, SDRC liaison person(s) shall disseminate general agency information to SDCOE and each of the seven SELPAs for distribution to school districts.

**REGIONAL CENTER AND EDUCATIONAL AGENCIES AGREEMENT**

**A. EXCHANGE OF AGENCY INFORMATION:** The LEAs and Regional Center shall facilitate the exchange of information between agencies. (Continued)

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center

- a. Each SELPA/district shall exchange with SDRC representative(s) in their geographic area:
  - 1. Special education eligibility criteria and program information.
  - 2. District contact person(s) available to discuss program eligibility and referrals for special education services.
  
- b. Each SELPA director will contact the SDRC representative to schedule a meeting between the district special education directors and the SDRC program managers by SELPA as needed.

- a. The SDRC representative(s) shall arrange for exchange of information with SELPAs/district in their geographic area:
  - 1. Developmental disability (definition)
  - 2. Services provided
  - 3. Referral system
  
- b. The SDRC representative will collaborate with each SELPA director to schedule a meeting between the district special education directors and the SDRC program managers by SELPA as needed.

APPENDIX 4 CONTAINS STATE AND FEDERAL ELIGIBILITY CRITERIA FOR SPECIAL EDUCATION

APPENDIX 5 ELIGIBILITY FOR REGIONAL CENTER SERVICES

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**B. CHILD FIND/CASE FINDING:** The LEAs and Regional Center shall work cooperatively to meet their respective child find/case finding requirements.

Education	Regional Center
LEAs of San Diego and Imperial Counties	San Diego Regional Center

1. At the time of initial evaluation, or when the LEA suspects that a child is eligible for Regional Center services, the LEA shall provide to parents information concerning the SDRC. This includes the name and phone number of the SDRC Intake Unit for assessment and/or evaluation and other program information.
2. If a parent needs assistance in making a referral, the district shall obtain permission to exchange information with SDRC and prepare a referral packet that contains:
  - a. Current psycho-educational evaluation reports
  - b. Individualized Education Program (IEP) documents and any other independent evaluations which may be available (including any medical reports)
  - c. Developmental history, if available
  - d. Information regarding other agency providers, as appropriate

APPENDIX 6 EDUCATION CODE SECTION 56026 RE. Definition of School Age Eligibility from Education from Ed Code 56026.

1. SDRC shall provide to parents, information concerning the local education agency (district/SELPA/SDCOE). This may include a contact person, telephone number and program information.
2. SDRC shall assist families in initiating a referral of all potentially eligible children, ages 3-21 years, to the school district of residence (or its designee, for special education assessment and program planning).
3. SDRC will provide LEA's with SDRC Intake Unit information, to include the name and telephone number of the SDRC Intake Unit for assessment and/or evaluation and other program information.

APPENDIX 6 EDUCATION CODE SECTION 56026 RE. Definition of School Age Eligibility from Ed Code 56026.

**NOTE: EXCHANGE OF PERSONALLY IDENTIFIABLE INFORMATION IS BASED ON EACH AGENCY ANNUALLY OBTAINING A SIGNED RELEASE OF INFORMATION**

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**C. EVALUATIONS:** The LEAs and Regional Center shall have benefit of appropriate evaluations to develop the Individualized Education Program/Individual Program Plan (IEP/IPP).

Education	Regional Center
LEAs of San Diego and Imperial Counties	San Diego Regional Center

1. REFER TO THE MOST RECENT LOCAL INTERAGENCY AGREEMENT BETWEEN SAN DIEGO REGIONAL CENTER FOR THE DEVELOPMENTALLY DISABLED AND SAN DIEGO COUNTY SPECIAL EDUCATION LOCAL PLAN AREAS AND SUPERINTENDENT OF SCHOOLS, SAN DIEGO COUNTY OFFICE OF EDUCATION FOR CALIFORNIA EARLY START PROGRAM (BIRTH TO THREE YEARS) AND THE IMPERIAL COUNTY OFFICE OF EDUCATION.
2. The school district of residence or its designee shall be responsible for providing educational evaluation, as appropriate, to determine eligibility for special education services and to develop the Individualized Education Program (IEP).

1. REFER TO THE MOST RECENT LOCAL INTERAGENCY AGREEMENT BETWEEN SAN DIEGO REGIONAL CENTER FOR THE DEVELOPMENTALLY DISABLED AND SAN DIEGO COUNTY SPECIAL EDUCATION LOCAL PLAN AREAS AND SUPERINTENDENT OF SCHOOLS, SAN DIEGO COUNTY OFFICE OF EDUCATION FOR CALIFORNIA EARLY START PROGRAM (BIRTH TO THREE YEARS) AND THE IMPERIAL COUNTY OFFICE OF EDUCATION.
2. SDRC shall provide necessary assessment for completion of Regional Center consumer’s Data Base for:
  - a. Diagnosis
    - 1) Social assessment
    - 2) Medical assessment
    - 3) Psychological/developmental assessment
  - b. Determination of eligibility for SDRC services
  - c. Development of the Individual Program Plan (IPP)

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**C. EVALUATIONS:** The LEAs and Regional Center shall have benefit of appropriate evaluations to develop the Individualized Education Program/Individual Program Plan (IEP/IPP). (Continued)

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center

3. The LEA evaluation reports and/or school staff reports shall include only general recommendations regarding eligibility for services and areas of need and will not recommend specific programs/classes, services or methodologies to be provided by SDRC.
4. With written parental consent, the LEA shall request any relevant Regional Center evaluation information when developing an assessment plan for children with developmental disabilities in order to coordinate evaluation and avoid duplication.
5. With written parental consent, the LEA shall provide any requested relevant evaluation information that the LEA has generated to the SDRC in a timely fashion.

APPENDIX 6      CONTAINS STATE AND FEDERAL ELIGIBILITY CRITERIA FOR SPECIAL EDUCATION

APPENDIX 2      SCHOOL DISTRICT CONTACT LIST USED TO REQUEST PUPIL RECORDS

3. Regional Center evaluation/assessment reports shall include only general recommendations regarding eligibility for services and areas of need and will not recommend specific programs/ classes, services or methodologies to be provided by the LEA.
4. With written parental consent, the SDCRC shall request any relevant assessment information from the local education agency when developing an individual program plan in order to coordinate assessments and avoid duplication.
5. With written parental consent, the SDRC shall provide any requested relevant assessment information that the Regional Center has generated to the local education agency in a timely fashion.

APPENDIX 5      CONTAINS ELIGIBILITY CRITERIA FOR REGIONAL CENTER SERVICES

APPENDIX 3      ADDRESSES OF SDRC REGIONAL OFFICES (with summary of geographic areas served) TO BE USED TO REQUEST RECORDS

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**D. INDIVIDUALIZED EDUCATION PROGRAM/INDIVIDUAL PROGRAM PLAN (IEP/IPP):** The LEAs and Regional Center should have the benefit of cooperative planning and programming.

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center

1. With written parent/guardian consent, the LEA will invite a Regional Center representative to attend the student’s IEP meeting.

REFER TO SECTION C.1.

APPENDIX 7 IEP/IPP PROCESS

2. With written parent/guardian consent, the LEA representative (teacher, program specialist or other designee) may contact the Regional Center Services Coordinator prior to the IEP/IPP meeting to discuss service issues and options to be determined by the IEP/ITP.

3. The IEP Team shall identify the special education and related service needs of the student. With written parent/guardian consent, a copy of the current IEP shall be sent to the SDRC.

4. The LEA shall be responsible for assuring that all special education and related services are provided as identified in the IEP, either by direct provision or through interagency agreements.

1. With written parent/guardian consent, a representative of the LEA will be invited to attend the consumer’s IPP meeting.

REFER TO SECTION C.1.

APPENDIX 7 IEP/IPP PROCESS

2. With written parent/guardian consent, a representative of the SDRC will contact the LEA representative (teacher, program specialist or designee) prior to the IPP meeting to discuss IPP issues.

3. The IPP Team shall develop and implement the Individual Program Plan, of which the IEP will be the educational component. With written parental consent, a copy of the current IPP shall be sent to the local educational agency.

4. SDRC shall be responsible for securing identified services specified in the IPP, but not included in the IEP, either through direct provision or interagency agreements.



**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**D. INDIVIDUALIZED EDUCATION PROGRAM/INDIVIDUAL PROGRAM PLAN (IEP/IPP):** The LEAs and Regional Center should have the benefit of cooperative planning and programming. (Continued)

<b>Education</b> LEAs of San Diego and Imperial Counties	<b>Regional Center</b> San Diego Regional Center
5. The LEA shall assist families in identifying activities that interface Regional Center services with LEA calendars including extended year schedules.	5. SDRC shall assist families in identifying activities that interface with LEA calendars, including extended school year schedules.
6. Through the expanded IEP process, the LEA shall determine the educationally related mental health needs of the student through joint agreement with County Mental Health.	6. The Individual Program Plan (IPP) will include, if applicable, IEP educationally related mental health services.
7. The LEA IEP team shall make only general recommendations regarding SDRC programs and will not recommend specific programs, services or methodologies to be provided by SDRC.	7. The SDRC IPP team shall make only general recommendations regarding LEA programs and will not recommend specific programs, services or methodologies to be provided by the LEA.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

---

**E. RELATED SERVICES:** Individuals birth to twenty-two years who are served by LEAs and Regional Center shall receive related services which are necessary and appropriate.

---

**Education**

LEAs of San Diego & Imperial Counties

**Regional Center**

San Diego Regional Center

1. The LEAs shall provide related services, at no cost to the parent, that are needed to assist eligible individuals to benefit from specially designed instruction as indicated in the IEP.
2. The LEAs shall work cooperatively with the family, Regional Center and other agencies to ensure that the student has access to related services as indicated in the IEP.

1. San Diego Regional Center shall obtain/purchase services, under established rates and requirements, when included in the IPP and there are no other resources to provide them.
2. San Diego Regional Center shall work cooperatively with the family, school and other agencies to ensure the consumer has access to services as indicated in the IPP.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**F. INFANTS, BIRTH UNTIL THREE:** Eligible infants and/or parent(s) who are served by LEAs and Regional Center should have the benefit of cooperative evaluation, assessment planning and programming which shall maximize use of available disciplines in each of the participating agencies to assure nonduplication of evaluation and facilitate entry of infant and parent into appropriate services.

<b>Education</b> LEAs of San Diego and Imperial Counties	<b>Regional Center</b> San Diego Regional Center
<ol style="list-style-type: none"> <li>1. The LEA shall provide appropriate referral, evaluation and/or direct services as determined by state and local interagency agreements. There is a separate interagency agreement for services to infants via a multi-agency Individualized Family Service Plan (IFSP) process.</li> <li>2. To facilitate the transition of toddlers receiving educational service through California Early Start by age 3 years, the LEA infant program staff will coordinate transition activities with the child’s LEA of residence and SDRC by the time the child is 2 years 6 months. This collaboration will facilitate a smooth transition for the child and family.</li> <li>3. To facilitate the transition of California Early Start children serviced by SDRC, the LEA of residence will receive notification from SDRC prior to the child’s age of 2 years 7 months and will be invited to and attend a Transition meeting scheduled by SDRC before the child is 2 years 9 months of age.</li> </ol>	<ol style="list-style-type: none"> <li>1. SDRC shall provide appropriate referral, evaluation assessment and/or direct services as determined by state and local interagency agreements. There is a separate interagency agreement for California Early Start services to infants and toddlers via a multi-agency Individualized Family Service Plan (IFSP) process.</li> <li>2. To facilitate the transition of toddlers from California Early Start services at age 3 years, the SDRC staff will coordinate transition activities with the child’s LEA of residence by the time the child is 2 years 6 months. This collaboration will facilitate a smooth transition for the child and family.</li> <li>3. To facilitate the transition of California Early Start children served by SDRC in private vendored infant programs, SDRC will notify the LEA of residence prior to the child’s age of 2 years 7 months for consideration of special education conference scheduled by SDRC before the child is 2 years 9 month of age.</li> </ol>

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**G. PRESCHOOL, AGES THREE THROUGH FIVE, INCLUSIVE:** The preschool child served by LEAs and Regional Center shall have the benefit of cooperative planning.

<b>Education</b>	<b>Regional Center</b>
Public Schools of San Diego and Imperial Counties	San Diego Regional Center

1. The special education representative for the LEA/SELPA of residence shall assist families of preschool pupils in initiating a referral to the San Diego Regional Center to determine regional center eligibility.

1. San Diego Regional Center shall refer, with parental or legally authorized representative's, written consent, parents with children of preschoolers who are suspected of having disabilities to the LEA of residence for educational evaluation to determine eligibility for special education. When necessary, staff will assist the parent in completing the referral process. Also, SDRC will contact families to initiate the referral process upon request by the LEA/SELPA of residence.

REFER TO APPENDIX 3 SDRC Direct Extension Directory

2. Special Education Administrator or designee shall, for Regional Center consumers three to five years who do not meet CDE criteria as individuals with disabilities, refer to public preschool programs such as Head Start, State Preschool or Child Development Programs.

2. San Diego Regional Center staff shall, for regional center consumers three through five years of age who do not meet the California Department of Education criteria as individuals with disabilities, refer to public preschool programs such as Head Start, State Preschool or Child Development Programs.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

---

**H. CONSUMER/PUPIL RELOCATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil.

---

**Education**

**Regional Center**

---

LEAs of San Diego and Imperial Counties

---

---

San Diego Regional Center

---

1. The LEA shall participate in long-range planning with the Regional Center on an annual basis to provide for education needs of pupils/consumers who may be returned to the area of their parents' residence.
  - a. The LEA shall inform SDRC and parents/guardians about enrollment in educational programs/services and, when necessary, assist in the coordination of activities relative to location or relocation of Regional Center consumers enrolled in an LEA program.
  - b. San Diego County Office of Education (SDCOE) Special Education Department, will annually invite Regional Center Coordinator of Education Services) to a meeting of the seven (7) SELPA Administrators, including Imperial County SELPA, to discuss the status of plans to locate or relocate Regional Center consumers in residential facilities and the status of educational programming.

1. San Diego Regional Center shall participate in long-range planning on an annual basis with the LEA/ SELPA to provide for educational needs of pupils/consumers who may be returned to the area of their parents' residence.
  - a. San Diego Regional Center shall periodically send to the SDCOE, Special Education Section, for dissemination to SELPAs in San Diego and Imperial counties, information on licensed facilities which may impact LEAs.
  - b. San Diego Regional Center will notify involved LEAs regarding proposed new residential facilities and the potential special education needs of the residents.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

---

**H. CONSUMER/PUPIL RELOCATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil. (Continued)

---

**Education**

**Regional Center**

---

LEAs of San Diego and Imperial Counties

---

San Diego Regional Center

2. Upon notification of pending relocation, the LEA shall assist in the identification of the availability of the appropriate special education instruction and services for the pupils/consumers within the proposed area of relocation.
  
3. Upon referral by parent or legal representative, the LEA shall ensure evaluation, determine eligibility for special education services, and notify Regional Center of program operation if it is other than the LEA of residence.
  
4. The LEA shall receive and utilize Regional Center notifications as appropriate.

2. When proposing to relocate consumers/pupils, SDRC shall notify and request the assistance of the special education administrator of the LEA of residence, SELPA or county office in identifying the availability of the appropriate special education instruction and services prior to effecting the relocation.
  - a. Regional Center shall consider the availability of programs meeting the consumer's/pupil's educational needs when making relocation decisions.
  - b. Regional Center will invite appropriate educational representatives to contingency planning meetings related to relocation of pupils due to closure of residential facilities.
  
3. San Diego Regional Center shall give notification to the school district of residence prior to location or relocation of a specific pupil requiring an educational program with tentative entry date into residence.
  
4. At the time of consumer/pupil placement, SDRC shall identify for the LEA the individual with educational signing rights.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**H. CONSUMER/PUPIL RELOCATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil. (Continued)

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center

- APPENDIX 8 NOTIFICATION OF PLACEMENT OF INDIVIDUAL WITH DISABILITIES IN LICENSED CHILDREN'S INSTITUTION INCLUDING FOSTER HOME (SDRC No. 113)
- APPENDIX 9 REGIONAL CENTER GUIDELINES FOR NOTIFYING SELPAs PRIOR TO PLACEMENT
- APPENDIX 10 APPOINTMENT OF EDUCATIONAL REPRESENTATIVE - SAMPLES

5. The LEA shall be responsible for education costs of a certified nonpublic, nonsectarian school when the placement is jointly determined and is necessary to implement both the Individualized Education Program (IEP) and the Individual Program Plan (IPP).

5. Regional Center shall be responsible for the approved residential and noneducational costs when the placement is jointly determined and is necessary to implement both the Individualized Education Program (IEP) and the Individual Program Plan (IPP).

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**H. CONSUMER/PUPIL RELOCATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil. (Continued)

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center

6. The LEA shall be responsible for special education instruction and services as well as the residential and other noneducational costs, when the placement in a certified nonpublic, nonsectarian residential school is made solely for the purpose of implementing the requirements of the individualized education program.

- a. This provision applies when cooperative efforts for joint planning with mutual responsibility cannot occur.
- b. This provision does not apply to residential placement unilaterally made by parents or other agencies.

6. In accordance with least restrictive environment (LRE) implementation, SDRC shall only place in a residential facility, which does not require attendance in a nonpublic school (NPS) as a criterion for placement.

Regional Center shall be responsible for residential costs and other noneducational costs in accordance with the Schedule of Maximum Allowance of a state certified nonpublic, nonsectarian school when placing a consumer in a residential facility for purposes other than identified educational needs.

- a. This provision applies when cooperative efforts for joint planning with mutual responsibility cannot occur.
- b. This provision does not apply to residential placements unilaterally made by parents or other agencies.



**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

---

**I. DUE PROCESS/PROCEDURAL SAFEGUARDS:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall be afforded individual rights and protection as required by federal and state statutes.

---

**Education**

**Regional Center**

---

LEAs of San Diego and Imperial Counties

---

---

San Diego Regional Center

---

1. The LEA shall comply with all procedural safeguards and due process guarantees pursuant to Individuals with Disabilities Education Act (I.D.E.A.), Education Code Sections 56507 and California Code of Regulations, Title 5, Section 3080-3082.

1. San Diego Regional Center shall comply with all procedural safeguards and due process guarantees pursuant to the Welfare and Institution Code Sections 4700 et seq. and California Code of Regulations, Title 17, Section 50540.

APPENDIX 11 SPECIAL EDUCATION RIGHTS OF PARENTS AND CHILDREN

APPENDIX 12 SDRC RESIDENT RIGHTS FORM

APPENDIX 13a CDE COMPLAINT PROCESS TIMELINE

APPENDIX 14 SAN DIEGO REGIONAL CENTER APPEAL PROCEDURE

APPENDIX 13b DUE PROCESS HEARING TIMELINE

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**J. ADMINISTRATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative agreements between the state and local education and regional center staff.

**Education**

**Regional Center**

LEAs of San Diego and Imperial Counties

San Diego Regional Center

1. The LEA shall cooperatively plan and participate in a joint countywide meeting disseminating this agreement.
2. The LEA shall work cooperatively with San Diego Regional Center to implement this local agreement and shall, when appropriate, coordinate with other existing local agreements.
3. San Diego Regional Center personnel shall be notified, as appropriate, of staff development activities. The San Diego County Office of Education, Special Education Department and Imperial County SELPA will each designate a liaison person to facilitate joint planning and coordination of staff development when indicated.
4. The LEA shall accommodate appropriate requests by San Diego Regional Center personnel for school visitation for a specifically identified purpose in accordance with district policy.

1. San Diego Regional Center shall cooperatively plan and participate in a joint countywide meeting disseminating this agreement.
2. San Diego Regional Center shall work cooperatively with the LEA to implement this local agreement and shall, when appropriate, coordinate with other local agreements in existence.
3. The LEA & San Diego Regional Center staff shall be notified, as appropriate, of staff development training. The San Diego Regional Center will designate a liaison person to facilitate joint planning and coordination of staff development when indicated.
4. Prior to any school site visitation or observation, San Diego Regional Center staff and vendors shall make prior contact with appropriate district special education administrator or designee to arrange on-site visitation and specify the purpose of the contact. The LEA special education administrator or designee will inform the site administrator regarding the specifics of the visit. Visitations will comply with district policy.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

---

**J. ADMINISTRATION: Individuals** birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative agreements between the LEA and Regional Center.

---

**Education**

LEAs of San Diego and Imperial Counties

**Regional Center**

San Diego Regional Center

---

5. The education agencies and San Diego Regional Center will disseminate information regarding this agreement. Wherever needed, geographic/regional follow-up meetings coordinated by the designated liaisons will be encouraged to address specific needs.

5. The education agencies and San Diego Regional Center will disseminate information regarding this agreement. Wherever needed, geographic/regional follow-up meetings coordinated by the designated liaisons will be encouraged to address specific needs.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**K. SPECIALIZED EQUIPMENT:** Individuals birth to twenty-two years served by LEAs and Regional Center shall have the right to appropriate specialized equipment.

**Education**

**Regional Center**

Public Schools of San Diego and Imperial Counties

San Diego Regional Center

1. The LEA may provide specialized equipment for the use of individuals enrolled in an education program. With the exception of equipment purchased with "Low Incidence Disability (LID) funds", such equipment is not for the exclusive use by any one individual with disabilities at the school site.
2. As appropriate, the LEA shall interface with other existing local agreements and cooperate with other local resources.

The LEA and Regional Center shall coordinate as appropriate, the assessment and purchase of specialized equipment and facilitate their use of it.

3. The IEP team, with appropriate input from Regional Center representatives, shall identify which specialized equipment is to be used exclusively within the school setting, which equipment may also be used in the home and which equipment purchased by Regional Center, pursuant to an IPP, shall be shared in the home or school setting.

1. San Diego Regional Center shall work cooperatively with the school, family and other agencies to assure that the consumer has access to specialized equipment as indicated in the IPP. SDRC shall purchase equipment within budgetary limitations when it is part of the IPP and there is no other resource to provide it.
2. As appropriate, SDRC shall interface with other existing local agreements and cooperate with other local resources.

The LEA and Regional Center shall coordinate as appropriate, the assessment and purchase of specialized equipment and facilitate its use.

3. The IPP team, with appropriate input from education representatives, shall identify which specialized equipment is to be used exclusively within the home setting and which equipment may also be used in the school setting.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**L. TRANSITION:** Individuals birth to twenty-two years served by LEAs and Regional Center shall have the benefit of transition planning to adult programs.

<b>Education</b>	<b>Regional Center</b>
LEAs of San Diego and Imperial Counties	San Diego Regional Center
1. LEAs will initiate and conduct transition information meetings for parents, providers and students.	1. San Diego Regional Center may provide support personnel and resources to facilitate student/parent transition needs at school-sponsored meeting(s).
2. LEAs will invite Regional Center representatives to staff inservices regarding transition issues.	2. San Diego Regional Center will support the participation of representatives at LEA staff inservices on transition issues.
3. To the extent required by law, an Individualized Transition Plan will be developed at IEP meetings or subsequent meetings for students in special education programs beginning with a transition plan by age 16 or sooner if requested. The Individualized Transition Plan will be designed to be within a result-oriented process that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child’s movement from school to post-school activities.	3. San Diego Regional Center will ensure attendance of Regional Center staff at initial IEP/ITP meetings and follow up with students, parents and teachers on transition issues.
4. The LEA will coordinate the content of the IEP with the IPP.	4. San Diego Regional Center will coordinate the content of the IPP with the IEP.
5. During the final two years of a student's enrollment in a special education program, the LEA will invite Regional Center representative(s) and adult program providers to IEP/ITP meetings with written parent/guardian consent.	5. During the final two years of a student's enrollment in a special education program, SDRC will ensure the presence of a Regional Center representative at IEP/ITP meetings.

**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

---

**L. TRANSITION:** Individuals birth to twenty-two years who are served by LEAs and Regional Center shall have the benefit of transition planning to adult programs.

---

**Education**

**Regional Center**

---

LEAs of San Diego and Imperial Counties

---

---

San Diego Regional Center

---

6. By November 1 of each school year, districts will provide SDRC with the estimated number of students anticipated to complete their education during the next two years.
7. A Summary of Performance which includes a summary of students academic and functional performance including recommendations on how to assist them in meeting their post-secondary goals will be given to SDRC to assist in identifying appropriate post-school programs.

6. Upon request by an LEA, SDRC will make efforts to provide follow up information on former students with appropriate consent.
7. Regional Center will utilize relevant information from the Summary of Performance for planning purposes and coordinate these activities with the parent, student and school in order to assist the student to meet their post-secondary goals.

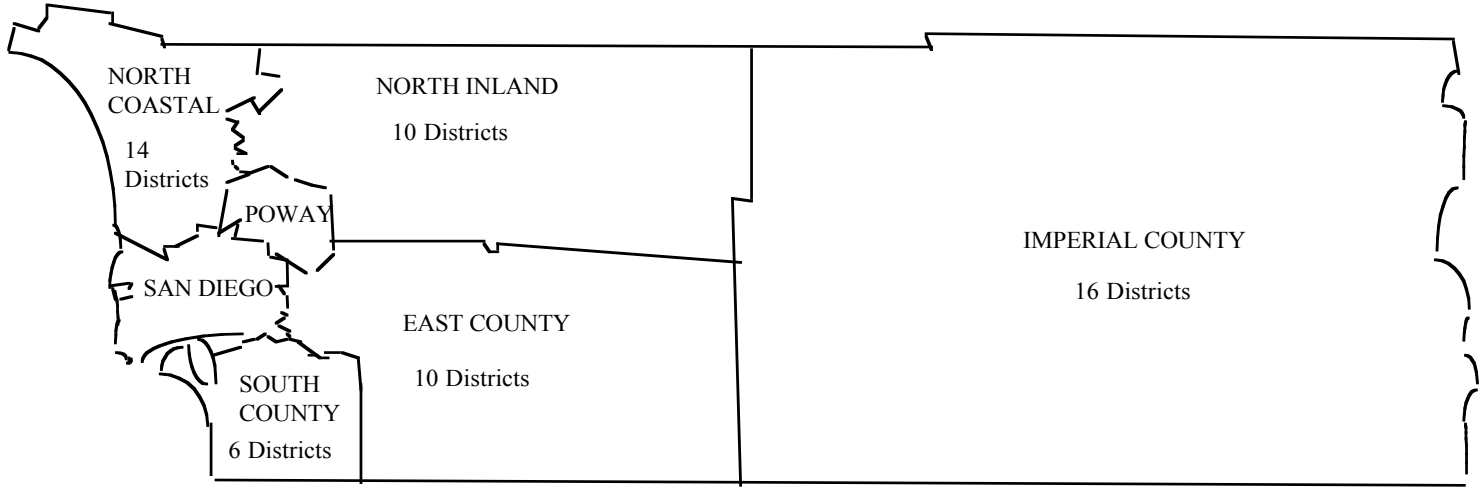
**Regional Center and Special Education Agreement**

**APPENDICES**

APPENDIX 1

*Refer to Section: A. Exchange of Agency Information*

**SAN DIEGO/IMPERIAL COUNTIES  
SPECIAL EDUCATION LOCAL PLAN AREAS**





## APPENDIX 2

Refer to Section(s): A. Exchange of Agency Information  
C. Evaluations

**SAN DIEGO COUNTY/IMPERIAL COUNTY  
SPECIAL EDUCATION DIRECTORY**

	<b>Director</b>	<b>Telephone</b>	<b>Special Education Local Plan Area Director</b>
<b><u>S.D. County Office of Education</u></b>			
6401 Linda Vista Road, Room 315 San Diego CA 92111	Carolyn Nunes	(858) 292-3774	
<b><u>East County SELPA</u></b>			
Alpine Union	Deann Jeffreys	(619) 445-4935	Tim Glover (619) 590-3920 924 Main Street El Cajon CA 92021
Barona Indian Charter School	Bill Adams	(619) 443-0948	
Cajon Valley Union	Wendy Vaughn Platt	(619) 588-3265	
Dehesa	Connie Bley	(619) 444-2161	
Grossmont Union High	Mary Sue Glenn	(619) 644-8115	
Jamul-Dulzura Union	Olivia Rivera	(619) 669-7702	
Lakeside	Heather Difede	(619) 390-2620	
La Mesa-Spring Valley	Andrew Smith	(619) 668-5700	
Lemon Grove	Deborah Burke	(619) 825-5623	
Mountain Empire Unified Santee	Mona Noran Hope Michel	(619) 473-8869 (619) 258-2365	
<b><u>North Coastal SELPA</u></b>			
Bonsall Union	Cathy Myhers	(760) 631-5218	Bruce Kramer (760) 761-5110 255 Pico Avenue Suite 101 San Marcos CA 92069
Cardiff	Miranda Shields	(760) 632-5890	
Carlsbad Unified	Bruce Kramer	(760) 331-5016	
Del Mar Union	Cara Schukoske	(858) 523-6192	
Encinitas Union	Maria Waskin	(760) 944-4300	
Fallbrook Union	Barbara Driscoll	(760) 723-7005	
Fallbrook Union High	Sallie Hunt	(760) 723-6332	
Oceanside Unified	Randi Gibson	(760) 967-1322	
Rancho Santa Fe	Jeffrey Owen	(858) 756-1141	
San Dieguito Union High	Eric Beam	(858) 753-6491	
San Marcos Unified	Jackie Bachman	(760) 752-1223	
Solana Beach	Mary Ellen Nest	(858) 794-7124	
Vallecitos	Paul Cartas	(760) 728-7092	
Vista Unified	John Hannaman	(760) 726-2170	
<b><u>North Inland SELPA</u></b>			
Borrego Springs Unified	Carmen Garcia	(760) 767-5357	Susan Bobbit-Voth (760) 788-4671 398 "D" Street, P.O. Box 2709 Ramona CA 92065
Escondido Union	Kelly Prins	(760) 432-2168	
Escondido Union High	Susan Davis	(760) 291-3255	
Julian Union	Anne Hensel	(760) 765-0661	
Julian Union High	Bobbi Burkett	(760) 788-4671	
Ramona Unified	Eileen Highley	(760) 788-5141	
San Pasqual Union	Linda Tyler	(760) 504-1005	
Spencer Valley	Julie Weaver	(760) 765-0336	
Valley Center-Pauma	Leiani Osugi	(760) 749-0464	
Warner Unified	Ron Koenig	(760) 782-3517	
<b><u>South County SELPA</u></b>			
Chula Vista Elementary	Deborah Wenbourne	(619) 425-9600	Sheila Weinberg (619) 470-5224 800 National City Boulevard Suite 202 National City CA 91950
Coronado Unified	Richard Erhard	(619) 522-8932	
National	Roxie Jackson	(619) 336-7743	
San Ysidro	Jason Romero	(619) 428-4476	
South Bay Union	Russell Coronado	(619) 628-1660	
Sweetwater Union High	Ronald Lopez	(619) 407-6300	

APPENDIX 2 (Continued)  
Refer to Section(s): A. Exchange of Agency Information  
C. Evaluations

	<b>Director</b>	<b>Telephone</b>	<b>Special Education Local Plan Area Director</b>
<b><u>Poway Unified</u></b>			
15250 Avenue of Science San Diego, CA 92128	Theresa Kurtz Melanie Brown	(858) 521-2822 (858) 521-2824	Theresa Kurtz
<b><u>San Diego Unified</u></b>			
4100 Normal Street, Annex 6 San Diego CA 92103	Susan Martinez	(619) 725-7650	Susan Martinez
<b><u>Imperial County</u></b>			
Alternative Education	Monalisa Vitela	312-5525	Kurt Leptich (760) 312-6417 1398 Sperber Road
Brawley Elementary	Edward Singh	344-9911	
Brawley Union High	Frances Terrazas	312-6066	
Calexico Unified	Michael McFaddin	768-3895	
Calipatria Unified	Angie Ortiz	348-2892	
Central Union High	Chip Raczka	336-4300	
El Centro Elementary	Janice Lau	352-5712	
Holtville Unified	Margie Stacie	356-2926	
Imperial COE Special Education	Deborah Montoya	312-6427	
Imperial Unified	Hector Coronel	355-3264	
Magnolia Union Elementary	Blaine Smith	344-2494	
McCabe Union elementary	Marty Bell	352-5443	
Meadows Union Elementary	Marci Meadows	352-7512	
Mulberry Elementary	Dan Eddins	344-8600	
San Pasqual Valley Unified	Julie Corona	572-0222	
Seeley Union Elementary	Ruben Castro	352-3571	
Westmorland Union Elementary	Linda Morse	344-4364	

**APPENDIX 3**

*Refer to Section(s): C. Evaluations  
G. Preschool, Ages Three through Five*

**SAN DIEGO REGIONAL CENTER**

**FAX NUMBERS**

**\*KEARNY MESA**

BUSINESS SERVICES/TRUST: 858.503.4413  
 COMMUNITY SERVICES: 858.576.2827  
 HUMAN RESOURCES: 858.503.4445 \* 858.503.4413  
 EXECUTIVE OFFICE: 858.576.2873  
 INFO SYSTEM/SANDIS: 858.560.9862  
 INTAKE: 858.496.4302  
 CLINICAL SERVICES: 858.496.4303  
 ASSOCIATE DIRECTORS: 858.496.4328 (3<sup>RD</sup> floor)  
 UNITS 5, 9, 11, 17, 21, 26: 760.736.1262  
 UNITS 1, 12, 16/Federal Programs: 858.576.4327  
 UNITS 10, 18: 858.503.4437  
 UNITS 19, 20: 858.503.4407  
 UNIT 25: 858.503.4443

**IMPERIAL VALLEY**

UNITS 6 & 24: 760.355.0739

**SANTEE**

UNITS 2, 4, 8, 23: 619.596.1098

**NATIONAL CITY**

UNITS 3, 7, 14, 15, 22: 619.477.6248

**SAN MARCOS**

UNITS 5, 9, 11, 17, 21, 26: 760.736.1262

JOB LINE: 858.576.2838	TTY/DD: 858.292.5821	WEBSITE: <a href="http://www.sdrc.org">www.sdrc.org</a>
TRAINING LINE: 858.576.2805		E-MAIL: <a href="mailto:info@sdrc.org">info@sdrc.org</a>

**DEPARTMENTS/UNITS**

Business Services .....	4355 Ruffin Road, #119, SD 92123 .....	858.576.4374
Case Management Services .....	4355 Ruffin Road, #315, SD 92123 .....	858.576.2937
Community Services .....	4355 Ruffin Road, #104, SD 92123 .....	858.576.2966
Clinical Services .....	4355 Ruffin Road, #210, SD 92123 .....	858.576.2922
Executive Office .....	4355 Ruffin Road, #215, SD 92123 .....	858.576.2933
Human Resources .....	4355 Ruffin Road, #200/202 SD 92123 .....	858.576.2996
Info Systems/SANDIS .....	4355 Ruffin Road, #205, SD 92123 .....	858.576.2806
Intake .....	4355 Ruffin Road, #203, SD 92123 .....	858.576.2938
Transportation .....	4355 Ruffin Road, #104, SD 92123 .....	858.576.2969
Trust .....	4355 Ruffin Road, #119, SD 92123 .....	858.576.4374
Unit 1 .....	4355 Ruffin Road, #306, SD 92123 .....	858.576.2980
Unit 2 .....	8760 Cuyamaca St. #100 Santee 92071 .....	619.596.1000
Unit 3 .....	2727 Hoover Ave. National City 91950 .....	619.336.6600
Unit 4 .....	8760 Cuyamaca St. #100 Santee 92071 .....	619.596.1000
Unit 5 .....	1370 W. San Marcos Blvd, #100 San Marcos 92078 .....	760.736.1200
Unit 6 .....	512 West Aten Rd. Imperial 92251 .....	760.355.8383
Unit 7 .....	2727 Hoover Ave. National City 91950 .....	619.336.6600
Unit 8 .....	8760 Cuyamaca St. #100 Santee 92071 .....	619.596.1000
Unit 9 .....	1370 W. San Marcos Blvd, #100 San Marcos 92078 .....	760.796.1200
Unit 10 .....	4355 Ruffin Road, #300, SD 92123 .....	858.576.2900
Unit 11 .....	1370 W. San Marcos Blvd, #100 San Marcos 92078 .....	760.796.1200
Unit 12 .....	4355 Ruffin Road, #306, SD 92123 .....	858.576.2988
Unit 13 .....	4355 Ruffin Road, #200, SD 92123 .....	858.496.4318
Unit 14 .....	2727 Hoover Ave. National City 91950 .....	619.336.6600
Unit 15 .....	2727 Hoover Ave. National City 91950 .....	619.336.6600
Unit 16/Federal Programs .....	4355 Ruffin Road, #302, SD 92123 .....	858.576.2985
Unit 17 .....	1370 W. San Marcos Blvd, #100 San Marcos 92078 .....	760.796.1200
Unit 18 .....	4355 Ruffin Road, #301, SD 92123 .....	858.496.4366
Unit 19 .....	4355 Ruffin Road, #306, SD 92123 .....	858.576.2954
Unit 20 .....	4355 Ruffin Road, #312, SD 92123 .....	858.496.4343
Unit 21 .....	1370 W. San Marcos Blvd, #100 San Marcos 92078 .....	760.796.1200
Unit 22 .....	2727 Hoover Ave. National City 91950 .....	619.336.6600
Unit 23 .....	8760 Cuyamaca St. #100 Santee 92071 .....	619.596.1000
Unit 24 .....	512 West Aten Rd. Imperial 92251 .....	760.355.8383
Unit 25 .....	4355 Ruffin Road, #325, SD 92123 .....	858.503.4477
Unit 26 .....	1370 W. San Marcos Blvd, #100 San Marcos 92078 .....	760.796.1200

## APPENDIX 4

## IDEA 97

## 34 Code of Federal Regulations Sections 300.7 (c)

## ELIGIBILITY FOR SPECIAL EDUCATION

(Federal Criteria -- Not State)

## AUTISM

(1) (I) *Autism* means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a child's educational performance is adversely affected primarily because the child has an emotional disturbance, as defined in paragraph (b) (4) of this section.

(ii) A child who manifests the characteristics of "autism" after age 3 could be diagnosed as having "autism" if the criteria in paragraph (c) (1) (i) of this section are satisfied.

## DEAF-BLINDNESS

(2) *Deaf-blindness* means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.

## DEAFNESS

(3) *Deafness* means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a child's educational performance.

## EMOTIONAL DISTURBANCE

(4) *Emotional disturbance* is defined as follows:

(i) The term means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:

(A) An inability to learn that cannot be explained by intellectual, sensory, or health factors.

(B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.

(C) Inappropriate types of behavior or feelings under normal circumstances.

(D) A general pervasive mood of unhappiness or depression.

(E) A tendency to develop physical symptoms or fears associated with personal or school problems.

(ii) The term includes schizophrenia. The term does not apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance.

## HEARING IMPAIRMENT

(5) *Hearing impairment* means an impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness in this section.

## MENTAL RETARDATION

(6) *Mental retardation* means significantly sub average general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child's educational performance.

## MULTIPLE DISABILITIES

(7) *Multiple disabilities* means concomitant impairments (such as mental retardation-blindness, mental retardation-orthopedic impairment, etc.) the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deaf-blindness.

## ORTHOPEDIC IMPAIRMENT

(8) *Orthopedic impairment* means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.), impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).

## OTHER HEALTH IMPAIRMENT

(9) *Other health impairment* means having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that --

(i) Is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, and sickle cell anemia; and

(ii) Adversely affects a child's educational performance.

## SPECIFIC LEARNING DISABILITY

(10) *Specific learning disability* is defined as follows:

(i) *General*. The term means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

(ii) *Disorders not included*. The term does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, or mental retardation, or emotional disturbance, or of environmental, cultural, or economic disadvantage.

### **SPEECH OR LANGUAGE IMPAIRMENT**

(11) *Speech or language impairment* means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.

### **TRAUMATIC BRAIN INJURY**

(12) *Traumatic brain injury* means an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child's educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; and speech. The term does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

### **VISUAL IMPAIRMENT INCLUDING BLINDNESS**

(13) *Visual impairment including blindness* means an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

APPENDIX 4 (continued)

**ELIGIBILITY FOR SPECIAL EDUCATION**

**State Criteria -- Not Federal**

**California Code of Regulations Title 5 Section 3030**

**AUTISTIC-LIKE BEHAVIOR**

A pupil exhibits any combination of the following autistic-like behaviors, to include but not limited to:

- (1) An inability to use oral language for appropriate communication.
- (2) A history of extreme withdrawal or relating to people inappropriately and continued impairment in social interaction from infancy through early childhood.
- (3) An obsession to maintain sameness
- (4) Extreme preoccupation with objects or inappropriate use of objects or both.
- (5) Extreme resistance to controls.
- (6) Displays peculiar motoric mannerisms and mobility patterns.
- (7) Self-stimulating, ritualistic behaviors.

**DEAFNESS**

Not defined under State Eligibility Criteria. Use Federal Eligibility Criteria.

**EMOTIONAL DISTURBANCE**

Because of a serious emotional disturbance, a pupil exhibits one or more of the following characteristics over a long period of time and to a marked degree, which adversely affects educational performance:

- (1) An inability to learn which cannot be explained by intellectual, sensory, or health factors.
- (2) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
- (3) Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.
- (4) A general pervasive mood of unhappiness or depression.
- (5) A tendency to develop physical symptoms or fears associated with personal or school problems.

**ESTABLISHED MEDICAL DISABILITY**

A disabling medical condition or congenital syndrome that the individualized education program team determines has a high predictability of requiring special education and services.

## HEARING IMPAIRMENT

A pupil has a hearing impairment, whether permanent or fluctuation, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.

## HEARING AND VISUAL IMPAIRMENT

A pupil has concomitant hearing and visual impairments, the combination of which causes severe communication, developmental, and educational problems.

## LANGUAGE OR SPEECH DISORDER

A pupil has a language or speech disorder as defined in Section 56333 of the Education Code, and it is determined that the pupil's disorder meets one or more of the following criteria:

(1) Articulation Disorder.

(A) The pupil displays reduced intelligibility or an inability to use the speech mechanism which significantly interferes with communication and attracts adverse attention. Significant interference in communication occurs when the pupil's production of single or multiple speech sounds on a developmental scale of articulation competency is below that expected for his or her chronological age or developmental level, and which adversely affects educational performance.

(B) A pupil does not meet the criteria for an articulation disorder if the sole assessed disability is an abnormal swallowing pattern.

(2) Abnormal Voice. A pupil has an abnormal voice, which is characterized by persistent, defective voice quality, pitch, or loudness.

(3) Fluency Disorders. A pupil has a fluency disorder when the flow of verbal expression including rate and rhythm adversely affects communications between the pupil and the listener.

(4) Language Disorder. The pupil has an expressive or receptive language disorder when he or she meets one of the following criteria:

(A) The pupil scores at least 1.5 standard deviations below the mean, or below the 7th percentile, for his or her chronological age or developmental level on two or more standardized tests in one or more of the following areas or language development: morphology, syntax, semantics, or pragmatics. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified on the assessment plan, or

(B) The pupil scores at least 1.5 standard deviations below the mean or the score is below the 7th percentile for his or her chronological age or developmental level on one or more standardized tests in one of the areas listed in subsection (A) and displays inappropriate or inadequate usage of expressive or receptive language as measured by a minimum of fifty utterances. The language sample must be recorded or transcribed and analyzed, and the results included in the assessment report. If the pupil is unable to produce this sample, the language, speech, and hearing specialist shall document why a fifty-utterance sample was not obtainable and the contexts in which attempts were made to elicit the sample. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified in the assessment plan.



### **MENTAL RETARDATION**

A pupil has significantly, below average, general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period, which adversely affects a pupil's educational performance.

### **MULTIPLE DISABILITIES**

Not defined under State Eligibility Criteria. Use Federal Eligibility Criteria.

### **OTHER HEALTH IMPAIRMENTS**

A pupil has limited strength, vitality or alertness, due to chronic or acute health problems, including but not limited to a heart condition, cancer, leukemia, rheumatic fever, chronic kidney disease, cystic fibrosis, severe asthma, epilepsy, lead poisoning, diabetes, tuberculosis and other communicable infectious diseases, and hematological disorders such as sickle cell anemia and hemophilia which adversely affects a pupil's educational performance. In accordance with Section 56026(e) of the Education Code, such physical disabilities shall not be temporary in nature as defined by Section 3001(v).

### **SEVERE ORTHOPEDIC IMPAIRMENT**

A pupil has a severe orthopedic impairment, which adversely affects the pupil's educational performance. Such orthopedic impairments include impairments caused by congenital anomaly, impairments caused by disease, and impairments from other causes.

### **SPECIFIC LEARNING DISABILITIES**

A pupil has a disorder in one or more of the basic psychological processes involved in understanding or using language, spoken or written, which may manifest itself in an impaired ability to listen, think, speak, read, write, spell, or do mathematical calculations, and has a severe discrepancy between intellectual ability and achievement in one or more of the academic areas specified in Section 56337(a) of the Educational Code. For the purpose of Section 3030(j):

- (1) Basic psychological processes include attention, visual processing, auditory processing, sensory-motor skills, and cognitive abilities including association, conceptualization and expression.
- (2) Intellectual abilities include both acquired learning and learning potential and shall be determined by a systematic assessment of intellectual functioning.
- (3) The level of achievement includes the pupil's level of competence in materials and subject matter explicitly taught in school and shall be measure by standardized achievement test.
- (4) The decision as to whether or not a severe discrepancy exists shall be made by the individualized education program team, including assessment personnel in accordance with Section 56341(d), which takes into account all relevant material, which is available on the pupil. No single score or product of scores, test or procedure shall be used as the sole criterion for the decisions of the individualized education program team as to the pupil's eligibility for special education. In determining the existence of a severe

## ITEM 18

discrepancy, the individualized education program team shall use the following procedures:

(A) When standardized tests are considered to be valid for a specific pupil, a severe discrepancy is demonstrated by: first, converting into common standard scores, using a mean of 100 and a standard deviation of 15, the achievement test score and the ability test score to be compared; second, computing the difference between these common standard scores; and third, comparing this computed difference to the standard criterion which is the product of 1.5 multiplied by the standard deviation of the distribution of computed differences of students taking these achievement and ability tests. A computed difference which equals or exceeds this standard criterion, adjusted by one standard error of measurement, the adjustment not to exceed 4 common standard score points, indicates a severe discrepancy when such discrepancy is corroborated by other assessment data which may include other tests, scales, instruments, observations and work samples, as appropriate.

(B) When standardized tests are considered to be invalid for a specific pupil, the discrepancy shall be measured by alternative means as specified on the assessment plan.

(C) If standardized tests do not reveal a severe discrepancy as defined in subparagraphs (A) or (B) above, the individualized education program team may find that a severe discrepancy does exist, provided that the team documents in a written report that the severe discrepancy between ability and achievement exists as a result of a disorder in one or more basic psychological processes. The report shall include a statement of the area, the degree, and the basis and method used in determining the discrepancy. The report shall contain information considered by the team, which shall include, but not be limited to:

1. Data obtained from standardized assessment instruments;
  2. Information provided by the parent;
  3. Information provided by the pupil's present teacher;
  4. Evidence of the pupil's performance in the regular and/or special education classroom obtained from observations, work samples and group test scores;
  5. Consideration of the pupil's age, particularly for young children; and
  6. Any additional relevant information.
- (5) The discrepancy shall not be primarily the result of limited school experience or poor school attendance.

### **TRAUMATIC BRAIN INJURY**

Not defined under State Eligibility. Use the Federal Eligibility Criteria.

### **VISUAL IMPAIRMENT**

A pupil has a visual impairment which, even with correction, adversely affects a pupil's educational performance.

APPENDIX 5

*Refer to Section(s): C. Evaluations*

**ELIGIBILITY FOR REGIONAL CENTER SERVICES**  
**CALIFORNIA CODE OF REGULATIONS**  
**TITLE 17**  
**DEVELOPMENTAL DISABILITY - A DEFINITION**

ARTICLE 1. DEFINITIONS

54000. Developmental Disability:

- (a) "Developmental Disability" means a disability that is attributable to mental retardation, cerebral palsy, epilepsy, autism, or other conditions similar to mental retardation that require treatment similar to that required by mentally retarded individuals.
- (b) The Developmental Disability shall:
  - (1) Originate before age eighteen;
  - (2) Be likely to continue indefinitely;
  - (3) Constitute a substantial handicap for the individual as defined in the article.
- (c) Developmental Disability shall not include handicapping conditions that are:
  - (1) Solely psychiatric disorders where there is impaired intellectual or social functioning which originated as a result of the psychiatric disorder or treatment given for such a disorder. such psychiatric disorders include psychosocial deprivation and/or psychosis, severe neurosis or personality disorders even where social and intellectual functioning have become seriously impaired as an integral manifestation of the disorder.
  - (2) Solely learning disabilities. A learning disability is a condition which manifests as a significant discrepancy between estimated cognitive potential and actual level of educational performance and which is not a result of generalized mental retardation, educational or psycho-social deprivation, psychiatric disorder, or sensory loss.
  - (3) Solely physical in nature. These conditions include congenital anomalies or conditions acquired through disease, accident, or faulty development, which are not associated with a neurological impairment that results in a need for treatment similar to that required for mental retardation.

54001. Substantial Disability.

- (a) "Substantial Disability" means:
  - (1) A condition which results in major impairment of cognitive and/or social functioning, representing sufficient impairment to require interdisciplinary planning and coordination of special or generic services to assist the individual in achieving maximum potential; and
  - (2) The existence of significant functional limitations, as determined by the regional center in three or more of the following areas of major life activity, as appropriate to the person's age:
    - (A) Communication skills;
    - (B) Learning;
    - (C) Self-care;
    - (D) Mobility;
    - (E) Self-direction;
    - (F) Capacity for independent living;
    - (G) Economic self-sufficiency.
- (b) The assessment of substantial disability shall be made by a group of Regional Center professionals of differing disciplines and shall include consideration of similar qualification appraisals performed by other interdisciplinary bodies of the Department serving the potential client. The group shall include as a minimum a program coordinator, a physician, and a psychologist.
- (c) The Regional Center professional group shall consult the potential client, parents, guardians/conservators, educators, advocates, and other client representatives to the extent that they are willing and available to participate in its deliberations and to the extent that the appropriate consent is obtained.
- (d) Any reassessment of substantial disability for purposes of continuing eligibility shall utilize the same criteria under which the individual was originally made eligible.

54002. Cognitive:

"Cognitive" as used in this chapter means the ability of an individual to solve problems with insight, to adapt to new situations, to think abstractly and to profit from experience.

APPENDIX 6

*Refer to Section(s): B. Child Find/Case Finding  
C. Evaluations*

**DEFINITION OF SCHOOL AGE ELIGIBILITY  
FROM EDUCATION CODE 56026**

**EC56026.** "Individuals with exceptional needs" means those persons who satisfy all of the following:

(a) Identified by an individualized education program team as children with disabilities as that phrase is defined in paragraph (1) of subdivision (a) of Section 1401 of Title 20 of the United States Code.

(b) Their impairment, as described by subdivision (a), requires instruction, services, or both which cannot be provided with modification of the regular school program.

(c) Come with one of the following age categories:

(1) Younger than three years of age and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education.

(2) Between the ages of three to five years, inclusive, and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education; or between the ages of three and five years, inclusive, and identified by the district, special education local plan area, or county office pursuant to Section 56441.11.

(3) Between the ages of five and 18 years, inclusive.

(4) Between the ages of 19 and 21 years, inclusive; enrolled in or eligible for a program under this part or other special education program prior to his or her 19th birthday; and has not yet completed his or her prescribed course of study or who has not met proficiency standards prescribed pursuant to Sections 51215 and 51216.

(A) Any person who becomes 22 years of age during the months of January to June, inclusive, while participating in a program under this part may continue his or her participation in the program for the remainder of the current fiscal year, including any extended school year program for individuals with exceptional needs established pursuant to regulations adopted by the State Board of Education, pursuant to Article 1 (commencing with Section 56100) of Chapter 2.

(B) Any person otherwise eligible to participate in a program under this part shall not be allowed to begin a new fiscal year in a program if he or she becomes 22 years of age in July, August, or September of that new fiscal year. However, if a person is in a year-round school program and is completing his or her individualized education program in a term that extends into the new fiscal year, then the person may complete that term.

(C) Any person who becomes 22 years of age during the months of October, November, or December while participating in a program under this act shall be terminated from the program on December 31 of the current fiscal year, unless the person would otherwise complete his or her individualized education program at the end of the current fiscal year or unless the person has not had an individual transition plan incorporated into his or her individualized education program and implemented from the age of 20 years, in which case the person shall be terminated from the program at the end of the fiscal year.

(D) No school district, special education local plan area, or county office of education may develop an individualized education program that extends these eligibility dates, and in no event may a pupil be required or allowed to attend school under the provisions of this part beyond these eligibility dates solely on the basis that the individual has not met his or her goals or objectives.

APPENDIX 6 (continued)

*Refer to Section(s): B. Child Find/Case Finding  
C. Evaluations*

(d) Meet eligibility criteria set forth in regulations adopted by the board, including, but not limited to, those adopted pursuant to Article 2.5 (commencing with Section 56333) of Chapter 4.

(e) Unless disabled within the meaning of subdivisions (a) to (d), inclusive, pupils whose educational needs are due primarily to unfamiliarity with the English language; temporary physical disabilities; social maladjustment; or environmental, cultural, or economic factors are not individuals with exceptional needs.

(f) This section shall remain in effect only until California terminates its participation in special education programs for individuals with exceptional needs between the ages of three and five years, inclusive, pursuant to Section 56448, and as of that date is repealed.

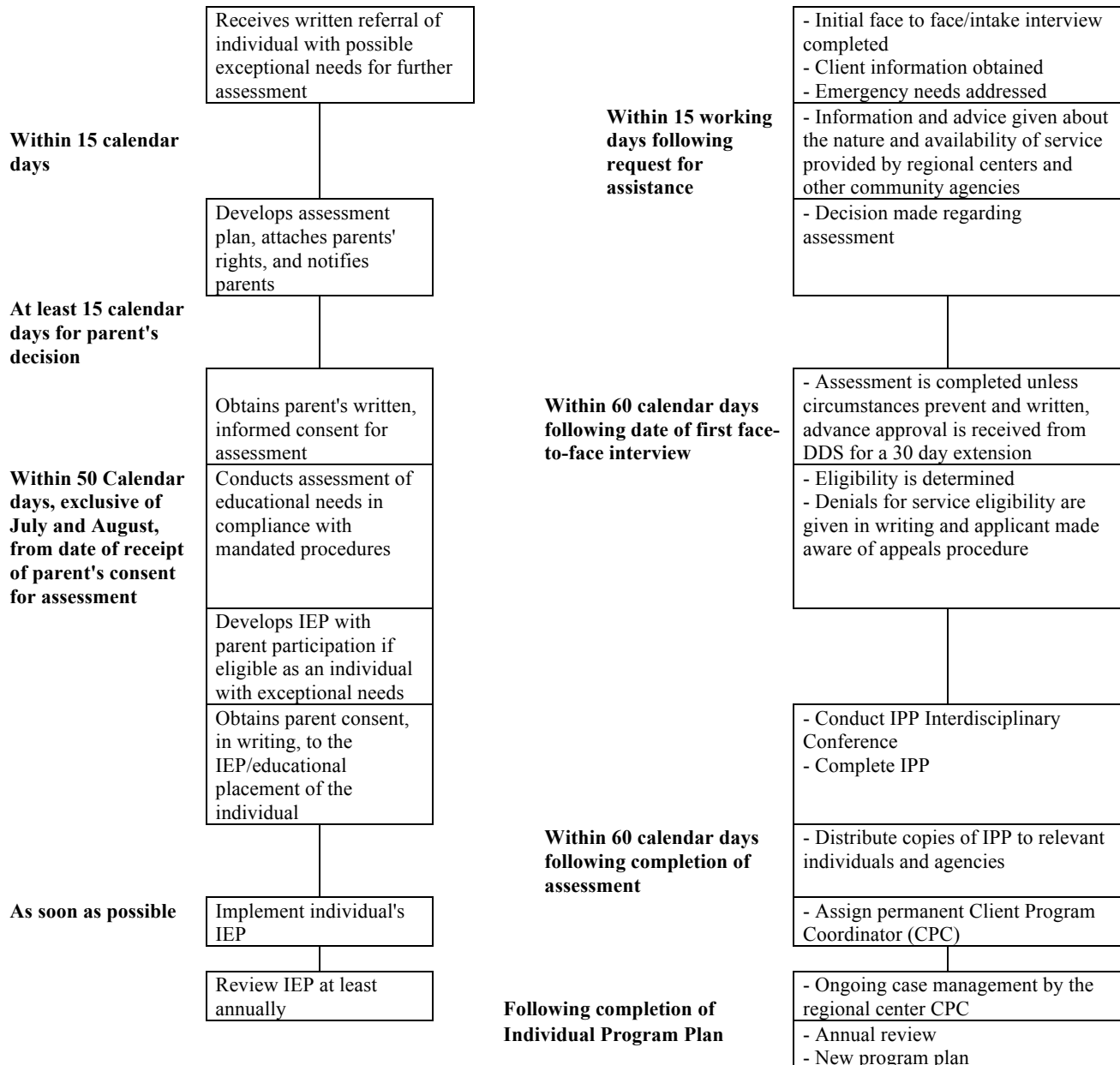
**APPENDIX 7**

*Refer to Section(s): D. Individual Education Program/Individual Program Plan (IEP/IPP)*

**IEP/IPP DEVELOPMENTAL PROCESS CHART  
TO ASSURE COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS**

**EDUCATIONAL AGENCY  
INDIVIDUALIZED EDUCATION PROGRAM (IEP)  
DEVELOPMENT PROCESS**

**REGIONAL CENTER  
INDIVIDUAL PROGRAM PLAN  
DEVELOPMENT PROCESS (IPP)**



EXCHANGE OF INFORMATION BETWEEN EDUCATION AGENCY AND REGIONAL CENTER WILL BE IN ACCORDANCE WITH THE INTERAGENCY AGREEMENT

APPENDIX 8

Refer to Section(s): H. Consumer/Pupil Relocation



# San Diego Regional Center for the Developmentally Disabled

4355 Ruffin Road, Suite 200, San Diego, California 92123 • (858) 576-2996

## NOTIFICATION OF PLACEMENT OF INDIVIDUAL WITH EXCEPTIONAL NEEDS IN LICENSED CHILDREN'S INSTITUTION INCLUDING FOSTER HOME

Directions: To be completed by Regional Center at the time of placement/transfer of a school-age individual with exceptional needs into a licensed children's institution including foster home or state hospital.

<b>To: Superintendent of Schools</b>		County/District	Date
Address		City	Zip
<b>From: San Diego Regional Center</b>			
Address		City	Zip
Name of Pupil (Last, First, and Initial)			Birthdate / /
Regional Ctr. Client No.	Date of Placement	School District	
Parent or Guardian (Last and First)			Telephone ( )
Address		City	Zip
Care Provider (Last and First) or facility			Telephone ( )
Address		City	Zip
Person representing pupil's interest for education and related services			Telephone ( )
Address		City	Zip
County of client's prior residence		City	Zip
Previous School Attended			Telephone ( )
Address		City	Zip
Person filing this report		Title	Telephone ( )

**FOR USE BY COUNTY SUPERINTENDENT OF SCHOOLS ONLY**

District of Attendance	Notified by	Date
------------------------	-------------	------



## APPENDIX 9

*Refer to Section(s): H. Consumer/Pupil Relocation*

**GUIDELINES FOR  
NOTIFYING THE SPECIAL EDUCATION  
LOCAL PLAN AREA ADMINISTRATORS  
PRIOR TO PLACEMENT**

Pursuant to Chapter 654, Statutes of 1996 (AB 2726), amended, Statutes of 1996, close coordination is required between all state agencies involved in providing education, related services, or out-of-home placement to handicapped pupils.

One of the goals of AB 2726 is to ensure that when a person with developmental disabilities is placed out of home for residential or educational reasons, that the person will be able to receive an education program that is appropriate for meeting the person's educational needs. To accomplish this goal, regional centers shall provide written notification to the SELPA administrator ten days, or as early, as is practicable, prior to placing a school age person with developmental disabilities in a residential facility. The notification should include all the relevant information that the regional center has in the person's case record, such as:

1. The name of the last school attended by the person, the contact person at that school and available educational records including the current individualized education program.
2. A copy, summary, or copy of the most recent psychological and medical records relevant to educational planning which are maintained by the regional center.
3. When applicable, a notification of the person's history of being dangerous to self and others.
4. The name, address and telephone number of the individual with designated responsibility to represent the person in educational matters. The designated individual must be other than the care provider if the provider operates, is affiliated with, or controls a nonpublic school.
5. The name of the administrator/designee, address, telephone number and licensing status of the residential placement under consideration for the person.
6. A description of any special consideration related to transporting the person.
7. Authorized signed consents to release and receive information relevant to individualized educational program planning and individual program planning.

The SELPA administrator, upon receipt of a notice from a regional center, should communicate with the regional center within seven calendar days stating the range of program alternatives available to individuals with exceptional needs within SELPA. When the regional center makes an emergency placement to protect the physical, mental health, or safety of the person, the regional center shall furnish the SELPA administrator the required information within three calendar days after the placement.

When no appropriate special education placement exists within the SELPA, and the placement options are home instruction or in a public or nonpublic facility located within the SELPA, the placing agency should make every effort to locate another residential placement served by the SELPA, which can implement the person's individualized education program. When the regional center places a person in a residential facility, which has an on-ground, certified nonpublic, nonsectarian school, the person may continue to attend the education program only if the SELPA's individualized education program team, in which the residential facility is located, has determined:

1. There is no appropriate public education program in the community, and
2. The on-ground program is appropriate and can implement the person's individualized education program.



APPENDIX 10

Refer to Section(s): H. Consumer/Pupil Relocation

SAMPLE FORM FOR  
APPOINTMENT OF EDUCATIONAL REPRESENTATIVE

DIRECTIONS: This form may be used either by the local education agency or regional center when the parent is available, but unable to attend IEP meetings, and wants to delegate the responsibility to an educational representative.

I appoint \_\_\_\_\_ to act as my representative in connection with the education of my child, \_\_\_\_\_. This representative shall have full parental authority in matters relating to the identification, assessment, instructional planning and development, educational placement, reviewing and revising the individual education program, utilization of procedural safeguards, and other matters relating to the provision of a free appropriate education of my child.

This appointment shall remain in effect until any of the following occurs:

1. I notify the principal of the school of my child's attendance that this appointment is withdrawn. (A parent may do this at any time.)
2. The representative is unwilling or unable to carry out his or her responsibilities to the best interest of my child.
3. The representative is in a position with a conflict of interest in the above matters.
4. My child no longer resides in the "licensed children's institution or foster home," owned or operated by the above representative (applicable only when child is placed in a "licensed children's institution or foster home").

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

ACCEPTANCE OF APPOINTMENT

I, \_\_\_\_\_, hereby accept the above appointment. At such time as any of the conditions 2, 3, or 4 above, related to the tenure of this appointment exists, I will notify the principal of the school of attendance and the appointing parent.

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Any specific conditions or exceptions to this appointment shall be made on a separate sheet and signed and dated by the parent, the representative, and witness.

## APPENDIX 11

## ITEM 18

Refer to Section(s): I. Due Process/Procedural Safeguards

## EDUCATION PARENTS RIGHTS

The following "Notice of Procedural Safeguards" ("Procedural Safeguards") is from the California Department of Education (CDE). Each Local Education Agency's Procedural Safeguards may vary slightly from those developed by the CDE.

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 1 of 13

### Special Education Rights of Parents and Children Under the Individuals with Disabilities Education Act, Part B, and the California Education Code

## • Notice of Procedural Safeguards •

Revised January 2009

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child's special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

### What is the Notice of Procedural Safeguards?

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- ❖ When you ask for a copy
- ❖ The first time your child is referred for a special education assessment
- ❖ Each time you are given an assessment plan to evaluate your child
- ❖ Upon receipt of the first state or due process complaint in a school year, and
- ❖ When the decision is made to make a removal that constitutes a change of placement

(20 USC 1415[d]; 34 CFR 300.504; EC 56301[d] [2], EC 56321, and 56341.1[g] [1])

### What is the Individuals with Disabilities Education Act (IDEA)?

IDEA is a federal law that requires school districts to provide a "free appropriate public education" (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

### May I participate in decisions about my child's education?

You must be given opportunities to participate in any decision-making meeting regarding your child's special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child's FAPE. (20 USC 1414[d] [1]B-[d][1][D]; 34 CFR 300.321; EC 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of the IEP team meetings. At least 24 hours prior to the meeting, the parent or guardian shall notify the members of the IEP team of their intent to record a meeting. If the parent or guardian does

## APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 2 of 13

not consent to the LEA audiotape recording an IEP meeting, the meeting shall not be recorded on an audiotape recorder.

Your rights include information about the availability of FAPE, including all program options, and all available alternative programs, both public and nonpublic. (20 USC 1401[3], 1412[a][3]; 34 CFR 300.111; EC 56301, 56341.1[g][1], and 56506)

### **Where can I get more help?**

When you have a concern about your child's education, it is important that you contact your child's teacher or administrator to talk about your child and any problems you see. Staff in your school district or special education local plan area (SELPA) may answer questions about your child's education, your rights, and procedural safeguards. Also, when you have a concern, this informal conversation often solves the problem and helps to maintain open communication. Additional resources are listed at the end of this document to help you understand the procedural safeguards.

### **What if my child is deaf, hard of hearing, blind, visually impaired, or deaf-blind?**

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: the California Schools for the Deaf in Fremont and Riverside and at the California School for the Blind in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf. Such programs are offered to students aged five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) Web site at <http://www.cde.ca.gov/sp/ss/> or ask for more information from the members of your child's IEP team.

## **Notice, Consent, Assessment, Surrogate Parent Appointment, and Access to Records**

### **Prior Written Notice**

#### **When is a notice needed?**

This notice must be given when the school district proposes or refuses to initiate a change in the identification, assessment, or educational placement of your child with special needs or the provision of a free appropriate public education. (20 USC 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 CFR 300.503; EC 56329 and 56506[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 CFR 300.304; EC 56321)

#### **What will the notice tell me?**

The Prior Written Notice must include the following:



## APPENDIX 11 (Continued)

ITEM 18

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 3 of 13

1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 *USC* 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 *CFR* 300.503)

## Parental Consent

### When is my approval required for assessment?

You have the right to refer your child for special education services. You must give informed, written consent before your child's first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

### When is my approval required for services?

You must give informed, written consent before your school district can provide your child with special education and related services.

### What are the procedures when a parent does not provide consent?

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

If you refuse to consent to the initiation of services, the school district must not provide special education and related services and shall not seek to provide services through due process procedures.

If you consent in writing to the special education and related services for your child but do not consent to all of the components of the IEP, those components of the program to which you have consented must be implemented without delay.

If the school district determines that the proposed special education program component to which you do not consent is necessary to provide a free appropriate public education to your child, a due process hearing must be initiated. If a due process hearing is held, the hearing decision shall be final and binding.

In the case of reevaluations, the school district must document reasonable measures to obtain your consent. If you fail to respond, the school district may proceed with the reevaluation without your consent. (20 *USC* 1414[a][1][D] and 1414[c]; 34 *CFR* 300.300, *EC* 56506[e], 56321[c] and [d], and 56346).

## APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 4 of 13

**When may I revoke consent?**

If at any time subsequent to the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the public agency:

1. May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with 34 *CFR* Section 300.503 before ceasing such services
2. May not use the procedures in subpart E of Part 300 34 *CFR* (including the mediation procedures under 34 *CFR* Section 300.506 or the due process procedures under 34 *CFR* Sections 300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child
3. Will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services
4. Is not required to convene an IEP team meeting or develop an IEP under 34 *CFR* Sections 300.320 and 300.324 for the child for further provision of special education and related services

Please note, in accordance with 34 *CFR* Section 300.9 (c)(3), that if the parents revoke consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the public agency is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

**Surrogate Parent Appointment****What if a parent cannot be identified or located?**

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 *USC* 1415[b][2] ; 34 *CFR* 300.519; *EC* 56050; *GC* 7579.5 and 7579.6)



Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 5 of 13

## **Nondiscriminatory Assessment**

### **How is my child assessed for special education services?**

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child's native language or mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 *USC* 1414[b][1]–[3], 1412[a][6][B]; 34 *CFR* 300.304; *EC* 56001[j] and 56320)

## **Independent Educational Assessments**

### **May my child be tested independently at the district's expense?**

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district's assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.

If the school district proposes a new school setting for your child and an independent educational assessment is being conducted, the independent assessor must be allowed to first observe the proposed new setting. (20 *USC* 1415[b][1] and [d][2][A]; 34 *CFR* 300.502; *EC* 56329[b] and [c])

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 6 of 13

## **Access to Educational Records**

### **May I examine my child's educational records?**

You have a right to inspect and review all of your child's education records without unnecessary delay, including prior to a meeting about your child's IEP or before a due process hearing. The school district must provide you access to records and copies, if requested, within five (5) **business** days after the request has been made orally or in writing. (*EC 49060, 56043[n], 56501[b][3], and 56504*)

## **How Disputes Are Resolved**

### **Due Process Hearing**

#### **When is a due process hearing available?**

You have the right to request an impartial due process hearing regarding the identification, assessment, and educational placement of your child or the provision of FAPE. The request for a due process hearing must be filed within two years from the date you knew or should have known about the alleged action that forms the basis of the due process complaint. (*20 USC 1415[b][6]; 34 CFR 300.507; EC 56501 and 56505[l]*)

### **Mediation and Alternative Dispute Resolution**

#### **May I request mediation or an alternative way to resolve the dispute?**

A request for mediation may be made either before or after a request for a due process hearing is made.

You may ask the school district to resolve disputes through mediation or alternative dispute resolution (ADR), which is less adversarial than a due process hearing. The ADR and mediation are voluntary methods of resolving a dispute and may not be used to delay your right to a due process hearing.

#### **What is a pre-hearing mediation conference?**

You may seek resolution through mediation prior to filing a request for a due process hearing. The conference is an informal proceeding conducted in a nonadversarial manner to resolve issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.



Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 7 of 13

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (*EC 56500.3 and 56503*)

## Due Process Rights

### What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (20 *USC 1415[f][1][A]*, 1415[f][3][A]-[D]; 34 *CFR 300.511*; *EC 56501[b][4]*)
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (*EC 56505 [e][1]*)
3. Present evidence, written arguments, and oral arguments (*EC 56505[e][2]*)
4. Confront, cross-examine, and require witnesses to be present (*EC 56505[e][3]*)
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (*EC 56505[e][4]*)
6. Have your child present at the hearing (*EC 56501[c][1]*)
7. Have the hearing be open or closed to the public (*EC 56501[c][2]*)
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (*EC 56505[e][7]* and *56043[v]*)
9. Be informed by the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (*EC 56505[e][6]*)
10. Have an interpreter provided (*CCR 3082[d]*)
11. Request an extension of the hearing timeline (*EC 56505[f][3]*)
12. Have a mediation conference at any point during the due process hearing (*EC 56501[b][2]*), and
13. Receive notice from the other party at least ten days prior to the hearing that the other party intends to be represented by an attorney (*EC 56507[a]*). (20 *USC 1415[e]*; 34 *CFR 300.506, 300.508, 300.512 and 300.515*)



Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 8 of 13

## **Filing a Written Due Process Complaint**

### **How do I request a due process hearing?**

You need to file a written request for a due process hearing. You or your representative needs to submit the following information in your request:

1. Name of the child
2. Address of the residence of the child
3. Name of the school the child is attending
4. In the case of a homeless child, available contact information for the child and the name of the school the child is attending, and
5. A description of the nature of the problem, including facts relating to the problem(s) and a proposed resolution of the problem(s)

Federal and state laws require that either party filing for a due process hearing must provide a copy of the written request to the other party. (20 *USC* 1415[b][7], 1415[c][2]; 34 *CFR* 300.508; *EC* 56502[c][1])

Prior to filing for a due process hearing, the school district shall be provided the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **What does a resolution session include?**

Resolution sessions shall be convened within fifteen (15) days of receiving notice of the parents' due process hearing request. The sessions shall include a representative of the school district who has decision-making authority and not include an attorney of the school district unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request.

The resolution session is not required if the parent and the school district agree in writing to waive the meeting. If the school district has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **Does my child's placement change during the proceedings?**

The child involved in any administrative or judicial proceeding must remain in the current educational placement unless you and the school district agree on another arrangement. If you are applying for initial admission of your child to a public school, your child will be placed in a public school program with your consent until all proceedings are completed. (20 *USC* 1415[j]; 34 *CFR* 300.518; *EC* 56505[d])

## APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 9 of 13

### **May the decision be appealed?**

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 USC 1415[i][2] and [3][A], 1415[i]; 34 CFR 300.516; EC 56505[h] and [k], EC 56043[w])

### **Who pays for my attorneys' fees?**

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys' fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517; EC 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys' hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys' fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

Attorneys' fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

### **To obtain more information or to file for mediation or a due process hearing, contact:**

Office of Administrative Hearings  
Attention: Special Education Division  
2349 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833-4231  
(916) 263-0880  
FAX (916) 263-0890



## APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 10 of 13

## School Discipline and Placement Procedures for Students with Disabilities

### School Discipline and Alternative Interim Educational Settings

#### May my child be suspended or expelled?

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct from his or her setting to:

- ❖ An appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days, and
- ❖ Additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct

#### What occurs after a removal of more than ten (10) days?

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child's IEP. Also, a child will receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

If a child exceeds ten (10) days in such a placement, an IEP team meeting must be held to determine whether the child's misconduct is caused by the disability. This IEP team meeting must take place immediately, if possible, or within ten (10) days of the school district's decision to take this type of disciplinary action.

As a parent you will be invited to participate as a member of this IEP team. The school district may be required to develop an assessment plan to address the misconduct or, if your child has a behavior intervention plan, review and modify the plan as necessary.

#### What happens if the IEP team determines that the misconduct is not caused by the disability?

If the IEP team concludes that the misconduct was not a manifestation of the child's disability, the school district may take disciplinary action, such as expulsion, in the same manner as it would for a child without a disability. (20 USC 1415[k][1] and [7]; 34 CFR 300.530)

If you disagree with the IEP team's decision, you may request an expedited due process hearing, which must occur within twenty (20) school days of the date on which you requested the hearing. (20 USC 1415[k][2]; 34 CFR 300.531[c])

Regardless of the setting the school district must continue to provide FAPE for your child. Alternative educational settings must allow the child to continue to participate in the general curriculum and ensure continuation of services and modifications detailed in the IEP. (34 CFR 300.530; EC 48915.5[b])

## APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 11 of 13

## Children Attending Private School

### **May students who are parentally placed in private schools participate in publicly funded special education programs?**

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 USC 1415[a][10][A]; 34 CFR 300.137 and 300.138; EC 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may require the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to that enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 USC 1412[a][10][C]; 34 CFR 300.148; EC 56175)

### **When may reimbursement be reduced or denied?**

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

Your notice to the school district must be given either:

- ❖ At the most recent IEP team meeting you attended before removing your child from the public school, or
- ❖ In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 USC 1412[a][10][C]; 34 CFR 300.148; EC 56176)

### **When may reimbursement not be reduced or denied?**

A court or hearing officer must not reduce or deny reimbursement to you if you failed to provide written notice to the school district for any of the following reasons:

- ❖ The school prevented you from providing notice
- ❖ You had not received a copy of this Notice of Procedural Safeguards or otherwise been informed of the requirement to notify the district
- ❖ Providing notice would likely have resulted in physical harm to your child
- ❖ Illiteracy and inability to write in English prevented you from providing notice, or



## APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 12 of 13

- ❖ Providing notice would likely have resulted in serious emotional harm to your child (20 *USC* 1412[a] [10] [C]; 34 *CFR* 300.148; *EC* 56177)

### State Complaint Procedures

#### When may I file a state compliance complaint?

You may file a state compliance complaint when you believe that a school district has violated federal or state special education laws or regulations. Your written complaint must specify at least one alleged violation of federal and state special education laws. The violation must have occurred not more than one year prior to the date the complaint is received by the California Department of Education (CDE). When filing a complaint, you must forward a copy of the complaint to the school district at the same time you file a state compliance complaint with the CDE. (34 *CFR* 300.151–153; 5 *CCR* 4600)

Complaints alleging violations of federal and state special education laws or regulations may be mailed to:

California Department of Education  
Special Education Division  
Procedural Safeguards Referral Service  
1430 N Street, Suite 2401  
Sacramento, CA 95814

For complaints involving issues **not** covered by federal or state special education laws or regulations, consult your district's uniform complaint procedures.

To obtain more information about dispute resolution, including how to file a complaint, contact the CDE, Special Education Division, Procedural Safeguards Referral Service, by telephone at (800) 926-0648; by fax at 916-327-3704; or by visiting the CDE Web site at <http://www.cde.ca.gov/sp/se>.

APPENDIX 11 (Continued)

Notice of Procedural Safeguards  
CDE, T07-037, English, Arial font  
Page 13 of 13

**Glossary of Abbreviations Used in This Notification**

ADR	Alternative Dispute Resolution
CFR:	<i>Code of Federal Regulations</i>
EC	<i>California Education Code</i>
FAPE	Free Appropriate Public Education
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
OAH:	Office of Administrative Hearings
SELPA:	Special Education Local Plan Area
USC:	<i>United States Code</i>

## APPENDIX 12

*Refer to Section(s): I. Due Process/Procedural Safeguards*

**SAN DIEGO REGIONAL CENTER**  
**RESIDENT RIGHTS**  
(Title 17 CCR)

Each person with a developmental disability has the same rights, protections and responsibilities as all other persons under the laws and the Constitution of the State of California, and under the laws and the Constitution of the United States. Unless otherwise restricted by law, these rights may be exercised at will by any person with a developmental disability. These rights include, but are not limited to, the following:

**1. ACCESS RIGHTS**

- (a) A right to treatment and habilitation services. Treatment and habilitation services shall foster the developmental potential of the person. Such services shall protect the personal liberty of the individual and shall be provided under conditions which are the least restrictive necessary to achieve the purposes of treatment.
- (b) A right to dignity, privacy, and humane care.
- (c) A right to participate in appropriate program of publicly supported education, regardless of the degree of handicap.
- (d) A right to religious freedom and practice, including the right to attend services or to refuse attendance, to participate in worship or not to participate in worship.
- (e) A right to prompt and appropriate medical care and treatment.
- (f) A right to social interaction and participation in community activities.
- (g) A right to physical exercise and recreational opportunities.
- (h) A right to be free from harm, including unnecessary physical restraint or isolation, excessive medication, abuse or neglect. Medication shall not be used as punishment, for convenience of staff, as a substitute for program, or in quantities that interfere with the treatment program.
- (i) A right to be free from hazardous procedures.
- (j) A right to advocacy services, as provided by law, to protect and assert the civil, legal, and service rights to which any person with a developmental disability is entitled.
- (k) A right to be free from discrimination by exclusion from participation in, or denial of the benefits of, any program or activity which receives public funds solely by reason of being a person with a developmental disability.
- (l) A right to access to the courts for purposes including, but not limited to the following:
  - 1. To protect or assert any right to which any person with a developmental disability is entitled;
  - 2. To question a treatment decision affecting such rights, once the administrative remedies provided by law, if any, have been exhausted.
  - 3. To inquire into the terms and conditions of placement in any community care or health facility, or state hospital, by way of a writ of habeas corpus, and
  - 4. To contest guardianship or conservatorship, its terms, and/or the individual or entity appointed as guardian or conservator.

**2. PERSONAL RIGHTS**

Each person with a developmental disability who has been admitted or committed to a state hospital, community care facility, or health facility has rights which include, but are not limited to, the following:

- (a) To keep and be allowed to spend one's own money for personal and incidental needs.
- (b) To keep and wear one's own clothing.
- (c) To keep and use one's own personal possessions, including toilet articles.
- (d) To have access to individual storage space for one's private use.
- (e) To see visitors each day.
- (f) To have reasonable access to telephones, both to make and receive confidential calls, and to have calls made for one upon request.
- (g) To mail and receive unopened correspondence and to have ready access to letter-writing materials, including sufficient postage in United States postal stamps.
- (h) To refuse electroconvulsive therapy ("ECT")
- (i) To refuse psychosurgery. Psychosurgery means those operations referred to as lobotomy, psychiatric



ITEM 18

surgery, and behavioral surgery and all other forms of brain surgery if the surgery is performed for any of the following purposes:

1. Modification or control of thoughts, feelings, actions, or behavior rather than treatment of a known and diagnosed physical disease of the brain.
2. Modification of normal brain function or normal brain tissue in order to control thoughts, feelings, actions, or behavior.
3. Treatment of abnormal brain function or abnormal brain tissue in order to modify thoughts, feelings, actions, or behavior when the abnormality is not an established cause for those thoughts, feelings, actions, or behavior.

**3. DENIAL OF RIGHTS**

The Licensee or the licensee's designee may, for "GOOD CAUSE", deny a resident any of the rights listed under personal Rights (a) through (g) inclusive. No other right listed may be denied unless authorized by the court system.

"GOOD CAUSE" exists only when the licensee makes an explicit finding that:

- (a) The exercise of the specific right sought to be denied would be injurious to the individual otherwise entitled to exercise it, or
- (b) There is evidence that the specific right sought to be denied, if exercised by the individual entitled to the right, would seriously infringe on the rights of others; or
- (c) The institution or facility would suffer serious damage to the physical plant if the specific right is not denied;

AND

- (d) There is no less restrictive means of protecting the interest specified in (a), (b), or (c) above.

The reason used to justify the denial of any right for good cause must be related to the specific right denied. A right shall not be withheld or denied as a punitive measure, nor shall any right be considered a privilege to be earned. Treatment modalities or approaches shall not constitute good cause for denial of any right.

At the time any denial of a right for good cause is instituted, the affected resident must be informed of the right to:

- (a) Appeal the basis for the denial via the complaint procedure or the Fair Hearing Process provided in Welfare and Institutions Code Section 4700, et seq.
- (b) Refuse to submit to the denial of right for good cause and vacate the facility (if resident is an individual who is lawfully entitled to depart the facility at will).

APPENDIX 13a

Refer to Section(s): I. Due Process/Procedural Safeguards

CDE COMPLAINT PROCESS TIMELINE

60 Days	Complainant sends complaint to Local Education Agency (LEA)	If complainant sends complaint to CDE, CDE routes complaint to LEA and informs complainant of process. CDE logs and files complaint.
	LEA Investigation * LEA uses local procedures to produce written report of investigation within 60 days of receipt of complaint. * LEA informs complainant of right to appeal to CDE	If the LEA resolves complaint and complaint is not appealed, <b>PROCESS STOPS HERE</b>
15 Days	CDE Intervention * If the complainant appeals the LEA report to the CDE within 15 days of receipt of the report OR * If the LEA does not complete the local investigation process within 60 days and the complainant appeals to the CDE within 15 days, <b>PROCEED TO THE NEXT STEP</b>	
60 Days	CDE Analyzes LEA Report/Complaint * Either the complaint is resolved by the CDE correspondence system and routed to the responsible division director or it is received by the responsible division director. * Responsible division director reviews complaint to determine appropriate action.	If the LEA report conclusions are upheld, <b>PROCESS STOPS HERE</b>
	If complainant appeal meets criteria, <b>PROCEED TO THE NEXT STEP</b>	
	Mediation Process * CDE staff mediates the complaint * CDE and LEA staff develop a possible compliance agreement * Complainant reviews agreement * CDE management approves agreement * CDE monitors LEA	
	CDE Investigation and Report (If necessary) * On-site investigation * Report produced and signed * Complainant and LEA notified of investigation results and of right to appeal.	
	<b>Compliant Findings</b> * No compliance follow-up is needed. OR <b>Noncompliant Findings</b> * LEA notified of required corrective action * CDE monitors LEA	If there is no appeal from the complainant or LEA, the <b>PROCESS STOPS HERE</b>  If the Investigation Report is appealed, then it goes to formal hearing. (for Intergroup Relations only)
35 Days	If complainant or LEA makes an appeal to the Office of the Superintendent of Public Instruction, <b>PROCEED TO NEXT STEP</b>	
15 Days	The Office of the Superintendent analyzes appeal * Complainant and LEA notified of findings	
	United States Secretary of Education analyzes appeal for federal programs Complainant and LEA notified of findings.	

## APPENDIX 13b

Refer to Section(s): I. Due Process/Procedural Safeguards

## DUE PROCESS HEARING TIMELINES

(Unless otherwise specified, "days" refers to calendar days.)

DATE	ACTION
Two (2) Years	The request for a due process hearing must be filled within two years from the date parent/guardian knew or should have known about the alleged action that forms the basis of the due process complaint.
Fifteen (15) Days	The prehearing mediation conference shall be scheduled within <b>fifteen (15) days</b> of receipt by the Superintendent of the request for mediation and shall be completed within <b>thirty (30) days</b> after receipt of the request for mediation unless both parties agree to extend the time.
Fifteen (15) Days	Resolution sessions shall be convened within <b>fifteen (15) days</b> of receiving notice of the parents' due process hearing request.
Thirty (30) days	If the school district has not resolved the due process hearing issue within <b>thirty (30) days</b> , the due process hearing may occur.
Ninety (90) days	Either party may appeal the hearing decision by filing a civil action in state or federal court within <b>90 days</b> of the final decision.
Ten (10) days	Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency <b>ten (10) days before</b> the hearing begins and the hearing decision is not more favorable than the offer of settlement.
Twenty (20) school days	If you disagree with the IEP team's decision that the child's misconduct was not a manifestation of the child's disability, a parent/guardian may request an expedited due process hearing, which must occur within <b>twenty (20) school days</b> of the date on which you requested the hearing.

APPENDIX 14

*Refer to Section(s): I. Due Process/Procedural Safeguards*

SAN DIEGO REGIONAL CENTER APPEAL PROCEDURE

The  
Fair Hearing Process  
for Consumers  
Age 3 Years and Older



DDS

Department of Developmental Services

October 2006

APPENDIX 14 (Continued)

TABLE OF CONTENTS

What is the Fair Hearing Process? ..... 1

Is There a Way to Settle Without a Fair Hearing? ..... 2

What are the Time Lines for Starting the Fair Hearing Process? ..... 2

What Happens When I File My Request for Fair Hearing? ..... 2

What are My Rights at Each Phase of the Fair Hearing Process? ..... 3

How Can I Get Help With This Process? ..... 3

How is the Voluntary Informal Meeting Scheduled? ..... 3

What Happens in a Voluntary Informal Meeting? ..... 4

How and When Will I be Notified of the Regional Center’s or State Developmental Center’s Informal Meeting Decision? ..... 4

What If I Do Not Agree with the Regional Center’s or State Developmental Center’s Informal Meeting Decision? ..... 5

How is Mediation Scheduled? ..... 5

What If I Need to Have the Mediation Rescheduled? ..... 5

What is Mediation Like? ..... 5

What Happens if the Mediation Fails to Resolve the Issue(s)? ..... 6

How is the Fair Hearing Scheduled? ..... 6

What If I Need to Have the Fair Hearing Rescheduled? ..... 7

What is a Fair Hearing Like? ..... 7

How and When Will I be Notified of the Fair Hearing Decision? ..... 8

What Laws and Regulations Apply to Fair Hearing Procedures? ..... 8



## APPENDIX 14 (Continued)

**What is the Fair Hearing Process?**

The fair hearing process described in this pamphlet is a process for resolving disagreements between the regional center or state developmental center and consumers or applicants who are **age three or older**. For disagreements involving consumers or applicants who are **under three years of age**, refer to **Parents' Rights in Early Start**, which is available from the regional center or state developmental center.

Under the fair hearing process, disagreements may be about services, eligibility or any decision or action of the regional center or state developmental center with which you disagree. The fair hearing process includes a voluntary informal meeting, mediation, and a fair hearing.

The voluntary informal meeting is a meeting held by the regional center or state developmental center director or his/her designee with you and your authorized representative, if you have one. The purpose of the voluntary informal meeting is to attempt to resolve the issues of the appeal. You, or your authorized representative, may decline the informal meeting.

If you or your authorized representative decline a voluntary informal meeting or are dissatisfied with the decision of the regional center or state developmental center following an informal meeting, and you have not already requested mediation, you may request mediation or proceed directly to a fair hearing.

If mediation is requested, the regional center or state developmental center may accept or decline the request. If accepted, the mediation is conducted in an informal manner by a mediator provided by the Office of Administrative Hearings. Either you, your authorized representative, or the regional center or state developmental center may withdraw at any time from the mediation and proceed to a fair hearing.

If you, your authorized representative, or the regional center or state developmental center decline mediation, or if mediation fails to resolve the issue or issues to the satisfaction of you or your authorized representative, the matter shall proceed to fair hearing.

The fair hearing is more formal and is conducted by an Administrative Law Judge employed by the Office of Administrative Hearings.

A final decision must be rendered **within 90 days** of receipt of the Fair Hearing Request form by the regional center or state developmental center. This 90-day time limit may be extended if you request mediation or if you request a continuance or postponement of your hearing.



## APPENDIX 14 (Continued)

The Notice of Proposed Action received from the regional center or state developmental center, if applicable, indicates whether or not you are a participant in the Waiver program. If you have not received a Notice of Proposed Action, you may contact the regional center or state developmental center to determine if you are, or are not, a participant in the Waiver program. **Services are not affected by your participation, or non-participation, in the Waiver program. If you are a Waiver participant and are notified by the regional center or state developmental center that you are no longer eligible for waiver participation, your existing services will not be impacted by this change.**

### ***I*** *There a Way to Settle Without a Fair Hearing?*

Disagreements often can be settled without a fair hearing. Contact a regional center or state developmental center representative, a clients' rights advocate, the area board or other advocacy organization for additional information and assistance.

### ***W*** *hat are the Time Lines for Starting the Fair Hearing Process?*

Any applicant, recipient of services, or authorized representative may file a request for a fair hearing. The request must be **in writing** and filed with the regional center or state developmental center **within 30 days** after notification of a decision or action with which you or your authorized representative disagree. The request must be on a Fair Hearing Request form provided by the regional center or state developmental center.

**You may verbally ask a regional center or state developmental center employee for a fair hearing. The employee will give you a Fair Hearing Request form and help you fill out the form, if needed.** Current services will be continued during the appeal process if your request for a fair hearing is postmarked or received by the regional center or state developmental center **within 10 days** after you receive written notice of a decision or action with which you disagree. The continuation of services during the fair hearing process is also known as "aid paid pending."

### ***W*** *hat Happens When I File My Request for Fair Hearing?*

When the regional center or state developmental center receives your request for a fair hearing, they will send you and your authorized representative a copy of the fair hearing brochure advising you of your fair hearing, mediation, and informal meeting rights, if one was not previously sent to you by the regional center or state developmental center. You will also be advised of the proposed date, time and place for the voluntary informal meeting, if requested by you or your authorized representative.

If mediation is requested, the regional center or state developmental center has **five working days** from the date of receipt of the written request for mediation accept or decline mediation. If the regional center or state developmental center declines mediation the notice of that decision will be sent to you or your authorized representative immediately.



## APPENDIX 14 (Continued)

Also **within five days** of receipt of your request for a fair hearing, the regional center or state developmental center will fax a copy of your request to the Office of Administrative Hearings. Upon receipt of your request for a fair hearing, the Office of Administrative Hearings will also send you information regarding your fair hearing rights. You will also receive notice of the time, place, and date of the fair hearing, the availability of advocacy assistance, and the rights and responsibilities of the parties involved in the fair hearing.

If mediation is accepted, the Office of Administrative Hearings will also send you information regarding mediation rights. You will also receive notice of the time, place, and date of the mediation, the availability of advocacy assistance, and the rights and responsibilities of the parties involved in the mediation.

### *What are My Rights at Each Phase of the Fair Hearing Process?*

Every applicant, recipient of services, or authorized representative has the following rights at each phase of the fair hearing process (informal meeting, mediation, fair hearing) :

- You may have a person or agency appointed by the local area board as your representative to assist you in the fair hearing process;
- You may be present at the informal meeting, mediation, and at the fair hearing with the representative of your choice;
- You may give written and oral evidence;
- You may confront and cross-examine witnesses;
- You may appear with an attorney or any other representatives you choose;
- You may review records the regional center or state developmental center obtained while providing services; and
- You may request that an interpreter be provided, if necessary, at no cost to you.

### *How Can I Get Help With This Process?*

You can get help from a friend, family member, advocate, attorney or anyone else you choose. The regional center or state developmental center is not responsible for the costs if you hire an attorney or someone else to assist you. When your fair hearing request is received, the regional center or state developmental center must also provide you information on available advocacy assistance, including referral to the clients' rights advocate, the area board and other advocacy organizations.

### *How is the Voluntary Informal Meeting Scheduled?*

When the regional center or state developmental center receives your Fair Hearing Request form, the regional center or state developmental center will immediately notify you and your authorized representative, in writing, of your fair hearing rights, if they have not already done so with the Notice of Proposed Action. In addition, you or your authorized representative will be advised of a proposed date, time, and place for a voluntary informal meeting, if requested by you



## APPENDIX 14 (Continued)

or your authorized representative. You or your authorized representative may review records prior to an informal meeting. The voluntary informal meeting will be held **within 10 days** of the date the Fair Hearing Request form is received by the regional center or state developmental center.

### *What Happens in a Voluntary Informal Meeting?*

The regional center or state developmental center director or his/her designee will conduct the informal meeting. The informal meeting will be held at a time and place reasonably convenient to you and your authorized representative. It will be in English, but the regional center or state developmental center will provide an interpreter if needed and if requested in advance. You or your representative may present the issues, facts and reasons for your appeal. You may confront and cross-examine any witnesses.

### *How and When Will I be Notified of the Regional Center's or State Developmental Center's Informal Meeting Decision?*

Within five working days of the informal meeting, the regional center or state developmental center will provide a written decision to you and your authorized representative. The decision will:

- Identify the issues presented;
- Rule on each issue identified;
- State the facts supporting each ruling;
- Identify the laws, regulations, and policies upon which each ruling is based; and
- Explain the procedure for appealing the regional center or state developmental center decision.

If you or your authorized representative are satisfied with the regional center's or state developmental center's decision following an informal meeting and you no longer wish to proceed to hearing, complete a Notification of Resolution form provided by the regional center or state developmental center. The completed Notification of Resolution form must be submitted to the regional center or state developmental center director. The decision of the regional center or state developmental center will go into effect **10 days after the receipt by the regional center or state developmental center of the Notification of Resolution of the request for a fair hearing.**

## APPENDIX 14 (Continued)

***What If I Do Not Agree with the Regional Center's or State Developmental Center's Informal Meeting Decision?***

If you or your authorized representative are dissatisfied with the decision of the regional center or state developmental center following the voluntary informal meeting, the matter will proceed to mediation, if mediation has been requested and accepted and the fair hearing request has not been withdrawn. If mediation has not been requested or accepted and the fair hearing request has not been withdrawn, the matter will proceed to fair hearing.

***How is Mediation Scheduled?***

Upon receipt of a written request for mediation, the regional center or state developmental center shall be given **five working days** to accept or decline mediation. You, your authorized representative, and the Office of Administrative Hearings shall be notified immediately of the regional center's or state developmental center's decision.

**Within five calendar days** after receipt of the notice of the regional center's or state developmental center's decision to accept mediation, the Office of Administrative Hearings will notify you, your authorized representative, and the regional center or state developmental center of the following:

- The time, place, and date of the mediation;
- Your rights and the regional center's or state developmental center's rights;
- Availability of advocacy assistance;
- The name, address, and telephone number of the person or office to mediate the dispute.

The mediation shall be held **within 30 days** of the date the Fair Hearing Request form is received by the regional center or state developmental center.

***What If I Need to Have the Mediation Rescheduled?***

You may request that the mediation be postponed. Your request may be granted at the mediator's discretion. If your request to postpone the mediation is granted, the mediation conference will be rescheduled and the time for issuing a fair hearing decision may be extended.

***What is Mediation Like?***

Mediation is a voluntary meeting of the parties to a dispute with a neutral person (the mediator) who has training and experience helping people settle conflicts. It is a common method for resolving disputes amicably and is used frequently in a number of fields. The mediator facilitates an informal, non-adversarial meeting where the parties have the opportunity and authority to agree on a resolution. The mediator helps the parties consider the facts, issues and reasons for the appeal and for the regional center's or state developmental center's decision, and assists the parties with the goal of reaching a solution agreeable to both parties.



## APPENDIX 14 (Continued)

During the mediation, the mediator may meet separately, and confidentially, with any person or group of persons involved in the mediation. This is sometimes called “meeting in caucus.” Because the mediator does not act as a judge, disputed issues are resolved through mediation only when the parties reach an agreement that is acceptable to both sides. Since mediation is voluntary, you, your authorized representative, or the regional center or state developmental center may decide at any time to proceed to hearing without mediation. The mediator will be provided by the Office of Administrative Hearings. It will be in English, but the Office of Administrative Hearings will provide an interpreter, if necessary, and if requested in advance of the mediation.

If an agreement is reached through mediation and you no longer wish to proceed to hearing, you must complete a Notification of Resolution form provided by the regional center, the mediator, or state developmental center. The completed Notification of Resolution form must be submitted to the regional center or state developmental center director. The final resolution agreed to during mediation will go into effect **10 days after receipt by the regional center or state developmental center of the Notification of Resolution of the request for a fair hearing.**

### *What Happens if the Mediation Fails to Resolve the Issue(s)?*

If the mediation fails to resolve an issue or issues to your satisfaction, or to the satisfaction of your authorized representative, the unresolved issue or issues will proceed to fair hearing. The mediator will immediately notify the Office of Administrative Hearings of the outcome of the mediation.

### *How is the Fair Hearing Scheduled?*

When your request for fair hearing is received, the Office of Administrative Hearings will immediately notify you, your authorized representative and the regional center or state developmental center director in writing, of the following:

- The time, place and date of the fair hearing;
- Your rights, including those identified on page 3 of this pamphlet, and the rights of the regional center or state developmental center;
- Availability of advocacy assistance; and
- The name, address and telephone number of the person or office to conduct the fair hearing.

The fair hearing will be held **within 50 days** after the date the Fair Hearing Request form is received by the regional center or state developmental center. You, your authorized representative, or the regional center or state developmental center may request more time. A final administrative decision must be issued **within 90 days** of the receipt of the request for fair hearing by the regional center or state developmental center.



## APPENDIX 14 (Continued)

***What If I Need to Have the Fair Hearing Rescheduled?***

You may request that the hearing be postponed for good cause. The Administrative Law Judge will decide whether your request should be granted. If your request to postpone the fair hearing is granted, the hearing will be rescheduled and the time allowed for issuing a decision may be extended. The regional center or state developmental center may also request that the fair hearing be postponed. A postponement granted at the regional center's or state developmental center's request may not extend the time for the Administrative Law Judge to issue a decision.

The fair hearing will be held at a time and place reasonably convenient to you and your authorized representative. You, or your authorized representative, and the regional center or state developmental center must agree on the location of the fair hearing. The fair hearing will be in English. An interpreter will be provided by the Office of Administrative Hearings, if necessary, and if requested in advance.

***What is a Fair Hearing Like?***

The fair hearing may be similar to a court hearing, with witnesses, exhibits and rules of evidence. A fair hearing does not need to be conducted according to the technical rules of evidence and those related to witnesses. An Administrative Law Judge will preside. The judge is not employed by the regional center or state developmental center, but by the Office of Administrative Hearings.

At the fair hearing, you may represent yourself. You may also be represented by an attorney, advocate, family member, friend or anyone else you choose. If you hire an attorney or someone else, you will be responsible for those costs. Management staff or a designee normally represents the regional center or state developmental center.

**At least five days prior to the fair hearing, you and the regional center or state developmental center must exchange a list of witnesses, the subject of the testimony of each witness, and copies of all documentary evidence which may be presented. If the information is not provided in advance, the Administrative Law Judge may not allow it to be used at the hearing.** If you do not understand information you receive, you may request assistance from any advocate.

Each side can offer relevant evidence to prove its case. Both sides can bring witnesses who know about the issues involved and documents such as service records or medical reports. You should try to have witnesses come voluntarily, but you have the right to subpoena relevant records or people for the fair hearing. If you subpoena a witness, there may be certain costs and/or fees that will be your responsibility. **Contact the Office of Administrative Hearings well before the fair hearing to get subpoenas. All testimony will be under oath or affirmation. Before the fair hearing closes, your side must submit all the evidence you want the Administrative Law Judge to consider.** After all testimony has been heard, each side may make a closing argument that addresses the facts brought out by evidence.



APPENDIX 14 (Continued)

***H***ow and When Will I be Notified of the Fair Hearing Decision?

The decision of the Administrative Law Judge will include:

- A summary of the facts;
- A statement of the evidence that was relied upon;
- A decision on each issue;
- Identification of the laws, regulations and policies supporting the decision;
- Notification that this is the final administrative hearing decision; and
- Notification that either you or the regional center or state developmental center may appeal to a court of competent jurisdiction **within 90 days**.

If the issues raised at the hearing **do not** relate to the Waiver program, the Administrative Law Judge will send the written decision to you, your authorized representative, and the regional center or state developmental center **within ten days** after the last day of the fair hearing, but not later than 80 days following the date the Fair Hearing Request form was received by the regional center or state developmental center.

If the issues raised in the hearing **do** relate to the Waiver Program, you will receive a final decision **within 90 days** following the date the Fair Hearing Request form is postmarked or received by the regional center or state developmental center, whichever is earlier.

If the decision is unfavorable to you and you have been receiving the services which were the subject of the appeal, the decision will not be implemented until **ten days** after you and your authorized representative receive the decision by certified mail. If you or your authorized representative cannot understand English, the written decision will be provided in English and the language you or your authorized representative understand.

***W***hat Laws and Regulations Apply to Fair Hearing Procedures?

Title 17 California Code of Regulations, Public Health Division 2, Chapter 1, Subchapter 9 and the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code, Division 4.5, Chapter 7, Sections 4700-4730)



For Additional Information  
Please Contact Your Local Regional Center or  
State Developmental Center

## **DEFINITIONS**

The following definitions are provided to clarify the use of certain terms used in each agency, some of which are included in this document.

### **REGIONAL CENTER**

#### **Authorized Representative**

The conservator of an adult, the guardian, conservator, or parent or person having legal custody of a minor claimant, or person or agency authorized in writing by the claimant or by the legal guardian, conservator, or parent or person having legal custody of a minor claimant to act for or represent the claimant under this chapter. (W&I 4701.6)

#### **Assessment**

Individual assessment and periodic reassessment is a process designed to determine current developmental status. Assessment may be conducted in the context of determining eligibility for Regional Center. If assessment is needed, prior to July 1, 2004, the assessment shall be performed within the 120 days following initial intake. Assessment shall be performed as soon as possible and in no event more than 60 days following initial intake where any delay would expose the client to unnecessary risk to his or her health and safety or to significant further delay in mental or physical development. Assessment may include collection and review of available historical diagnostic data, provision or procurement of necessary tests and evaluations, and summarization of developmental levels and service needs and is conditional upon receipt of the release of information specified in subdivision (b). On and after July 1, 2004, the assessment shall be performed within 60 days following intake and if unusual circumstances prevent the completion of assessment within 60 days following intake, this assessment period may be extended by one 30-day period with the advance written approval of the department.

Assessment is also done for the purpose of determining what interventions and services may be useful in enabling the person to move toward increasingly independent functioning or to maintain optimal functioning. Assessment identifies the individual's present developmental level; the individual's strengths, abilities, and needs; the conditions that impede development; and, where possible, the cause of disability. It focuses on physical, sensory motor, social, cognitive, communicative, affective and adaptive behavior facets in human growth and development. Assessments and reassessments shall be conducted by appropriately constituted interdisciplinary disciplinary team (IDT) and service representatives capable of identifying the individual's needs reflecting appropriate objectives and designing programming to meet them. (Standards for Regional Center Case Management, July 1986.)

#### **Contingency Plan**

Occasionally, large scale relocation of consumers in community placement may be necessary due to closure of a residential facility. The contingency plan is to identify appropriate alternate placements for consumers to be relocated and for regional centers to coordinate planning with agencies involved which include - but are not limited to - school districts, day program providers, residential facilities, state hospitals, other regional centers and the Department of Developmental Services. The contingency plan attempts to relocate in local areas to maximize continuity of services provided to consumers whenever feasible.



**Developmental Disability**

1. A disability that is attributable to mental retardation, cerebral palsy, epilepsy, autism, or other conditions similar to mental retardation that requires treatment similar to that required by mentally retarded individuals.
2. The Developmental Disability shall:
  - a. Originate before age 18.
  - b. Be likely to continue indefinitely.
  - c. Constitute a substantial disability for the individual as defined in CCR Title 17, Sections 54000 and 54001.
3. Developmental Disability shall not include handicapping conditions that are:
  - a. Solely psychiatric disorders where there is impaired intellectual or social functioning which originated as a result of the psychiatric disorder or treatment given for such a disorder. Such psychiatric disorders include psychosocial deprivation and/or psychosis, severe neurosis or personality disorders even where social and intellectual functioning have become seriously impaired as an integral manifestation of the disorder.
  - b. Solely learning disabilities. A learning disability is a condition which manifests as a significant discrepancy between estimated cognitive potential and actual level of educational performance and which is not a result of generalized mental retardation, educational or psycho-social deprivation, psychiatric disorder, or sensory loss.
  - c. Solely physical in nature. These conditions include congenital anomalies or conditions acquired through disease, accident, or faulty development which are not associated with a neurological impairment that results in a need for treatment similar to that required for mental retardation.

**Generic Agency**

“Generic Agency” means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services. (Welfare and Institutions Code Section 4644).

**High Risk Infant**

“A child less than 36 months of age whose genetic, medical, or environmental history is predictive of a substantially greater risk for developmental disability than that for the general populations.”

**Individual Program Plan (IPP)**

The individual program plan (IPP) is a written statement of goals and objectives and the prescriptive service plans for achieving them. The IPP is formulated through a face-to-face discussion of the interdisciplinary team (IDT). Based upon the consumer’s skill level, strengths, abilities and needs, the IPP shall identify:

1. short and long term goals and objectives;
2. the plans for meeting specified goals and objectives;
3. prescriptive services based on the consumer’s identified needs;
4. identification of specific services providers with time frames for accomplishment of plans;
5. a schedule of regular periodic reviews and reassessments to ascertain that planned services are being provided.

## ITEM 18

The IPP may be reviewed and revised as necessary in response to the consumer's achievements and/or changing needs, but shall be reviewed at least annually by the IDT.

The services which may be considered may included, but are not limited to the following:

1. residential care services
2. day training programs
3. activity workshops
4. transportation
5. respite care for family members
6. prevention services
7. specific skills training, behavior, mobility, etc.
8. independent living

Services shall not be provided through the regional center if they are available through a generic agency.

Welfare and Institutions Code 4644, 4646, 4648; 17 CCR 56562

### **Interdisciplinary Team**

The interdisciplinary team (IDT) shall include:

1. one or more representatives of the regional center; representatives of as many professional disciplines as may be necessary to ensure that all the consumer's needs are addressed, e.g., nutrition, medical, psychological, etc.;
2. the consumer, when he or she is willing and able to participate; or his or her representative;
3. the consumer's parents, if her or she is a minor, or if the adult consumer requests his or her parents to attend; legal guardian or conservator;
4. when appropriate, the primary service provider as a participant or in an advisory capacity.

### **Parent/Legal Representative**

See Authorized Representative.

### **Regional Center**

A diagnostic, counseling, and service coordination center which provides, arranges for, or purchases goods or services for persons with developmental disabilities and their families. Currently, there are twenty-one (21) such centers located in the state. These centers are established and operated by private nonprofit contracting agencies pursuant to Chapter 5 Division 4.5 of the Welfare and Institutions Code.

### **Regional Centers Operations Manual (RCOM)**

The Regional Centers Operations Manual (RCOM) is a document, developed and maintained by the Regional Centers Section, that provides a set of operating procedures and policies necessary for the operations of a regional center in the provision of services.

### **Rights of Consumers with a Developmental Disability**

The consumer with a developmental disability has the same rights and responsibilities as are guaranteed any other individual. Services should be provided with the least restrictive conditions necessary to achieve the purpose of treatment. (W&I 4502)

**San Diego-Imperial Counties Developmental Services, Inc. (SDICDS, Inc.)**

Private, nonprofit corporation contracting with the State Department of Developmental Services to serve individuals with developmental disabilities.

**San Diego Regional Center (SDRC)**

Regional Center which serves San Diego - Imperial Counties

**Schedule of Maximum Allowance (SMA) 24 - Hour Community Care Residential Facilities**

SMA (scheduled maximum allowance) is a schedule of fixed maximum payment rates for persons requiring both basic care, including room, board, and personal care, and levels of supervised care above basic care.

**Substantially Disabled**

A consumer is considered to have a substantial handicap when there is a major impairment of cognitive and/or social functioning. (CCR 17, Section 54001) See Appendix 3.

**Transition**

“Transition” is the orderly and planned process of movement from secondary services (high school) to postsecondary services (adult opportunities) specific to the individual that includes education and the initial years of employment. During this period, decisions are made regarding career options, living arrangements, social life, and economic goals. The transition from school to work and adult life requires sound preparation in the secondary school, adequate support at the point of school leaving, and secure opportunities and services, if needed, in adult situations.

**Vendorization/Vendor**

Vendorization is the process which provides the mechanism for regional centers and the State Department of Developmental Services to certify that potential providers of service to regional center consumers meet the minimum standards established by the department. It is also an integral part of the department's/regional center's service reporting and claiming system which is the basis of budget development and resource information.

In order to become a vendor, a person, program or facility must request approval to provide services, under contract, to regional center consumers and to receive a rate of reimbursement for the provision of such services. Applications and support documentation are submitted to the regional center in which the services are or will be located. Technical assistance, if needed, is provided by the vendoring regional center. If a rate determination is necessary, a rate will be established by the Department of Developmental Services in accordance with the policies and procedures contained in the Rates and Procedures Manual (RPM).

Becoming a vendored service provider means that the vendor is eligible to provide the vendored service(s) for regional center consumers at the rate of reimbursement established by the Department of Developmental Services. Once vendored, the provider is included on the statewide vendor panel listing and any regional center may authorize purchase of service from the vendored provider. After the rate has been set, a written authorization for funds between the regional center and the vendor must be initiated. However, if the vendor initiates services for a consumer prior to receiving an approved vendor authorization, the regional center cannot provide payment for the service unless prior approval was received by the regional center from the Department of Developmental Services. This approval must be in writing from the Rates and Vendorization Section. (Department 1985)

ITEM 18

Programs and facilities will only be vendored if there is an identified need for the service in that area as determined by the vendoring regional center and/or the referring regional center. Vendorization does NOT guarantee nor imply availability of individual placement referrals or placements.

Vendorization is nontransferable. When a change of ownership and/or operator(s) occurs, the new owner/operator must meet the vendorization requirements (including all licensing/registration/certification requirements) specified in Exhibit III of the RPM manual for the particular service provided. Once vendorization requirements are met, final review and approval is required by the vendoring regional center.

**Welfare and Institutions Code (W&I)**

California Code Sections authorizing operation of Regional Centers.

**SPECIAL EDUCATION****Appropriate Education (CCR. 5, Section 3001.[b])**

"Appropriate education," as in 'free, appropriate, public education,' is an educational program and related service(s) as determined on an individual basis which meets the unique needs of each individual with exceptional needs. Such an educational program and related service(s) shall be based on goals and objectives as specified in an individualized education program (IEP) and determined through the process of assessment and IEP planning in compliance with state and federal laws and regulations. Such an educational program shall provide the equal opportunity for each individual with exceptional needs to achieve his or her full potential, commensurate with the opportunity provided to other individuals.

**Assessment/Evaluation**

Assessment for educational purposes means an individual evaluation of a pupil's educational needs using procedures which meet all requirements of Title 34, Code of Federal Regulations, Sections 300.500, 300.530-534, Public Law 94-142, Sections 612, 614, and 615, California Education Code, and California Code of Regulations, Title 5.

**California Code of Regulations, Title 5 Regulations (CCR, 5)**

Regulations adopted by the State Board of Education which implement California laws relating to special education. (Formerly California Administrative Code - CAC)

**Certified Nonpublic, Nonsectarian School or Agency (NPS/NPA)**

A certified private school or agency is one which meets the California State Board adopted standards relating to the required special education services and facilities as well as fire, health, sanitation, and building safety (ECS 56366, (c); CCR 5, Sections 3062, 3064, 3065). A certified school offers a full curriculum, while an agency offers only a related service.

**Designated Instruction and Services (DIS) (ECS 56363)**

(a) "Designated instruction and services" means "related services" as that term is defined in paragraph (26) of Section 1401 of Title 20 of the United States Code and Section 300.24 of Title 34 of the Code of Federal Regulations. The term "related services" means transportation, and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist an individual with exceptional needs to benefit from special education, and includes the early identification and assessment of disabling conditions in children.

(b) These services may include, but are not limited to, the following:

- (1) Language and speech development and remediation. The language and speech development and remediation services may be provided by a speech-language pathology assistant as defined in subdivision (f) of Section 2530.2 of the Business and Professions Code.
- (2) Audiological services.
- (3) Orientation and mobility services.
- (4) Instruction in the home or hospital.
- (5) Adapted physical education.

- (6) Physical and occupational therapy.
  - (7) Vision services.
  - (8) Specialized driver training instruction.
  - (9) Counseling and guidance services, including rehabilitation counseling.
  - (10) Psychological services other than assessment and development of the individualized education program.
  - (11) Parent counseling and training.
  - (12) Health and nursing services, including school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program.
  - (13) Social worker services.
  - (14) Specially designed vocational education and career development.
  - (15) Recreation services.
  - (16) Specialized services for low-incidence disabilities, such as readers, transcribers, and vision and hearing services.
  - (17) Interpreting services.
- (c) The terms "designated instruction and services" and "related services" do not include a medical device that is surgically implanted, or the replacement of that device.

### **Education Code Sections (ECS)**

California education law.

### **Eligibility Criteria ECS 56026 (d)**

Mandated the State Board of Education to adopt regulations to provide specific criteria for the identification of individuals with exceptional needs, including those already stated in ECS 56333. CCR, 5, Section 3030 and 3031, provide these criteria. (Ref. ECS 56026, 56333, 56337-39, and 56441.11.)

### **Individualized Education Program (IEP) (ECS 56345)**

- (a) The individualized education program is a written statement for each individual with exceptional needs that is developed, reviewed, and revised in accordance with this section, as required by subsection (d) of Section 1414 of Title 20 of the United States Code, and that includes the following:
  - (1) A statement of the individual's present levels of academic achievement and functional performance, including the following:
    - (A) The manner in which the disability of the individual affects his or her involvement and progress in the general education curriculum.
    - (B) For preschool children, as appropriate, the manner in which the disability affects his or her participation in appropriate activities.
    - (C) For individuals with exceptional needs who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives.
  - (2) A statement of measurable annual goals, including academic and functional goals, designed to do the following:
    - (A) Meet the individual's needs that result from the individual's disability to enable the pupil to be involved in and make progress in the general curriculum.
    - (B) Meet each of the pupil's other educational needs that result from the individual's disability.
  - (3) A description of the manner in which the progress of the pupil toward meeting the annual goals described in paragraph (2) will be measured and when periodic reports on the progress the pupil is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided.
  - (4) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the pupil, or on behalf of the pupil, and a statement of the program modifications or supports for school personnel that will be provided to the



pupil to do the following:

- (A) To advance appropriately toward attaining the annual goals.
- (B) To be involved in and make progress in the general education curriculum in accordance with paragraph (1) and to participate in extracurricular and other nonacademic activities.
- (C) To be educated and participate with other individuals with exceptional needs and nondisabled pupils in the activities described in this subdivision.
- (5) An explanation of the extent, if any, to which the pupil will not participate with nondisabled pupils in the regular class and in the activities described in subparagraph (C) of paragraph (4).
- (6) (A) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the pupil on state and districtwide assessments consistent with subparagraph (A) of paragraph (16) of subsection (a) of Section 1412 of Title 20 of the United States Code.
- (B) If the individualized education program team determines that the pupil shall take an alternate assessment on a particular state or districtwide assessment of pupil achievement, a statement of the following:
  - (i) The reason why the pupil cannot participate in the regular assessment.
  - (ii) The reason why the particular alternate assessment selected is appropriate for the pupil.
- (7) The projected date for the beginning of the services and modifications described in paragraph (4), and the anticipated frequency, location, and duration of those services and modifications.
- (8) Beginning not later than the first individualized education program to be in effect when the pupil is 16 years of age, and updated annually thereafter, the following shall be included:
  - (A) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills.
  - (B) The transition services, as defined in Section 56345.1, including courses of study, needed to assist the pupil in reaching those goals.
- (b) If appropriate, the individualized education program shall also include, but not be limited to, all of the following:
  - (1) For pupils in grades 7 to 12, inclusive, any alternative means and modes necessary for the pupil to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation.
  - (2) For individuals whose native language is other than English, linguistically appropriate goals, objectives, programs, and services.
  - (3) Pursuant to Section 300.309 of Title 34 of the Code of Federal Regulations, extended school year services shall be included in the individualized education program and provided to the pupil if the pupil's individualized education program team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education to the pupil.
  - (4) Provision for the transition into the regular class program if the pupil is to be transferred from a special class or nonpublic, nonsectarian school into a regular class in a public school for any part of the school day, including the following:
    - (A) A description of activities provided to integrate the pupil into the regular education program. The description shall indicate the nature of each activity, and the time spent on the activity each day or week.
    - (B) A description of the activities provided to support the transition of pupils from the special education program into the regular education program.
  - (5) For pupils with low-incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to Section 56136.
- (c) It is the intent of the Legislature in requiring individualized education programs, that the local educational agency is responsible for providing the services delineated in the individualized education program. However, the Legislature recognizes that some pupils may not meet or exceed the growth projected in the annual goals and objectives of the pupil's individualized education program. Pursuant to paragraph (2) of subsection (a) of Section 300.350 of Title 34 of the Code of Federal Regulations, public education agencies shall make a good faith effort to assist each individual with exceptional needs to achieve the goals and objectives or benchmarks listed in the individualized education program of the pupil.
- (d) Consistent with Section 56000.5 and clause (iv) of subparagraph (B) of paragraph (3) of subsection

(d) of Section 1414 of Title 20 of the United States Code, it is the intent of the Legislature that, in making a determination of the services that constitute an appropriate education to meet the unique needs of a deaf or hard-of-hearing pupil in the least restrictive environment, the individualized education program team shall consider the related services and program options that provide the pupil with an equal opportunity for communication access. The individualized education program team shall specifically discuss the communication needs of the pupil, consistent with "Deaf Students Education Services Policy Guidance" (57 Fed. Reg. 49274 (October 1992)), including all of the following:

- (1) The pupil's primary language mode and language, which may include the use of spoken language with or without visual cues, or the use of sign language, or a combination of both.
- (2) The availability of a sufficient number of age, cognitive, and language peers of similar abilities, which may be met by consolidating services into a local plan areawide program or providing placement pursuant to Section 56361.
- (3) Appropriate, direct, and ongoing language access to special education teachers and other specialists who are proficient in the pupil's primary language mode and language consistent with existing law regarding teacher training requirements.
- (4) Services necessary to ensure communication accessible academic instructions, school services, and extracurricular activities consistent with the federal Vocational Rehabilitation Act of 1973 (29 U.S.C. Sec. 794 et seq.) and the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).
- (e) State moneys appropriated to districts or local agencies may not be used for any additional responsibilities and services associated with paragraphs (1) and (2) of subdivision (d), including the training of special education teachers and other specialists, even if those additional responsibilities or services are required pursuant to a judicial or state agency determination. Those responsibilities and services shall only be funded by a local educational agency as follows:
  - (1) The costs of those activities shall be funded from existing programs and funding sources.
  - (2) Those activities shall be supported by the resources otherwise made available to those programs.
  - (3) Those activities shall be consistent with Sections 56240 to 56243, inclusive.
- (f) It is the intent of the Legislature that the communication skills of teachers who work with hard-of-hearing and deaf children be improved. This section does not remove the local educational agency's discretionary authority in regard to in-service activities.
- (g) Beginning not later than one year before the pupil reaches the age 18, a statement that the pupil has been informed of the pupil's rights under this part, if any, that will transfer to the pupil upon reaching the age of 18 pursuant to Section 56041.5.
- (h) The individualized education program team is not required to include information under one component of a pupil's individualized education program that is already contained under another component of the individualized education program.
- (i) This section does not require that additional information, beyond that expressly required by Section 1414 of Title 20 of the United States Code and this part, be included in the individualized education program of a pupil.

#### **Individualized Education Program Team (ECS 56341)**

- (a) Each meeting to develop, review, or revise the individualized education program of an individual with exceptional needs shall be conducted by an individualized education program team.
- (b) The individualized education program team shall include all of the following:
  - (1) One or both of the pupil's parents, a representative selected by a parent, or both, in accordance with the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).
  - (2) Not less than one regular education teacher of the pupil, if the pupil is, or may be, participating in the regular education environment. If more than one regular education teacher is providing instructional services to the individual with exceptional needs, one regular education teacher may be designated by the local educational agency to represent the others.

The regular education teacher of an individual with exceptional needs shall, to the extent appropriate, participate in the development, review, and revision of the pupil's individualized education program, including assisting in the determination of appropriate positive behavioral interventions and supports, and other strategies for the pupil, and the determination of supplementary aids and services, program

## ITEM 18

modifications, and supports for school personnel that will be provided for the pupil, consistent with subclause (IV) of clause (i) of subparagraph (A) of paragraph (1) of subsection (d) of Section 1414 of Title 20 of the United States Code.

(3) Not less than one special education teacher of the pupil, or if appropriate, not less than one special education provider of the pupil.

(4) A representative of the local educational agency who meets all of the following:

(A) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of individuals with exceptional needs.

(B) Is knowledgeable about the general curriculum.

(C) Is knowledgeable about the availability of resources of the local educational agency.

(5) An individual who can interpret the instructional implications of the assessment results. The individual may be a member of the team described in paragraphs (2) to (6), inclusive.

(6) At the discretion of the parent, guardian, or the local educational agency, other individuals who have knowledge or special expertise regarding the pupil, including related services personnel, as appropriate. The determination of whether the individual has knowledge or special expertise regarding the pupil shall be made by the party who invites the individual to be a member of the individualized education program team.

(7) Whenever appropriate, the individual with exceptional needs.

(c) In accordance with Sections 300.540 and 300.542 of Title 34 of the Code of Federal Regulations, for a pupil suspected of having a specific learning disability, at least one member of the individualized education program team shall be qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher. In accordance with Section 300.542 of Title 34 of the Code of Federal Regulations, at least one team member other than the pupil's regular teacher shall observe the pupil's academic performance in the regular classroom setting. In the case of a child who is less than schoolage or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

(d) (1) In the case of transition services, the local educational agency shall invite an individual with exceptional needs to attend his or her individualized education program meeting if a purpose of the meeting will be the consideration of the needed transition services for the individual.

(2) If the individual with exceptional needs does not attend the individualized education program meeting, the local educational agency shall take steps to ensure that the individual's preferences and interests are considered.

(3) The local educational agency also shall invite to the individualized education program team meetings a representative that is likely to be responsible for providing or paying for transition services. If an agency invited to send a representative to a meeting does not do so, the local educational agency shall take other steps to obtain participation of the other agency in the planning of any transition services.

(e) A local educational agency may designate another local educational agency member of the individualized education program team to serve also as the representative required pursuant to paragraph (4) of subdivision (b) if the requirements of subparagraphs

(A), (B), and (C) of paragraph (4) of subdivision (b) are met.

(f) A member of the individualized education program team shall not be required to attend an individualized education program meeting, in whole or in part, if the parent of the individual with exceptional needs and the local educational agency agree that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

(g) A member of the individualized education program team may be excused from attending an individualized education program meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if both of the following occur:

(1) The parent and the local educational agency consent to the excusal after conferring with the member.

(2) The member submits in writing to the parent and the individualized education program team, input into the development of the individualized education program prior to the meeting.

(h) A parent's agreement under subdivision

(f) and consent under subdivision

(g) shall be in writing.

(i) In the case of a child who was previously served under Chapter 4.4 (commencing with Section 56425), Early Education for Individuals with Exceptional Needs, or the California Early Intervention Services Act under Title 14 (commencing with Section 95000) of the Government Code, an invitation to the initial individualized education program team meeting shall, at the request of the parent, be sent to the infants and toddlers with disabilities coordinator or other representatives of the early education or early intervention system to assist with the smooth transition of services.

**Individualized Family Service Plan (IFSP) (ECS 95020)**

(a) Each eligible infant or toddler shall have an individualized family service plan. The individualized family service plan shall be used in place of an individualized program plan required pursuant to Sections 4646 and 4646.5 of the Welfare and Institutions Code, the individual education plan required pursuant to Section 56340 of the Education Code, or any other applicable service plan.

(b) For an infant or toddler who has been evaluated for the first time, a meeting to determine eligibility and to develop the initial individualized family service plan shall be conducted within 45 calendar days of receipt of the written referral. Written parent consent to evaluate and assess shall be obtained within the 45-day timeline. A regional center, local education agency, or their designees shall initiate and conduct this meeting.

(c) The individualized family service plan shall be in writing and shall address all of the following:

(1) A statement of the infant or toddler's present levels of physical development including vision, hearing, and health status, cognitive development, communication development, social and emotional development, and adaptive developments.

(2) With the concurrence of the family, a statement of the family's concerns, priorities, and resources related to meeting the special developmental needs of the eligible infant or toddler.

(3) A statement of the major outcomes expected to be achieved for the infant or toddler and family where services for the family are related to meeting the special developmental needs of the eligible infant or toddler.

(4) The criteria, procedures, and timelines used to determine the degree to which progress toward achieving the outcomes is being made and whether modifications or revisions are necessary.

(5) A statement of the specific early intervention services necessary to meet the unique needs of the infant or toddler as identified in paragraph (3), including, but not limited to, the frequency, intensity, location, duration, and method of delivering the services, and ways of providing services in natural environments.

(6) A statement of the agency responsible for providing the identified services.

(7) The name of the service coordinator who shall be responsible for facilitating implementation of the plan and coordinating with other agencies and persons.

(8) The steps to be taken to ensure transition of the infant or toddler upon reaching three years of age to other appropriate services. These may include, as appropriate, special education or other services offered in natural environments.

(9) The projected dates for the initiation of services in paragraph (5) and the anticipated duration of those services.

(d) Each service identified on the individualized family service plan shall be designated as one of three types:

(1) An early intervention service, as defined in Part H (20 U.S.C. Section 1472 (2)), and applicable regulations, that is provided or purchased through the regional center, local education agency, or other participating agency. The State Department of Health Services, State Department of Social Services, State Department of Mental Health, and State Department of Alcohol and Drug Programs shall provide services in accordance with state and federal law and applicable regulations, and up to the level of funding as appropriated by the Legislature. Early intervention services identified on an individualized family service plan that exceed the funding, statutory, and regulatory requirements of these departments shall be provided or purchased by regional centers or local education agencies under subdivisions (b) and (c) of Section 95014. The State Department of Health Services, State Department of Social Services, State Department of Mental Health, and State Department of Alcohol and Drug Programs shall not be

required to provide early intervention services over their existing funding, statutory, and regulatory requirements.

(2) Any other service, other than those specified in paragraph (1), which the eligible infant or toddler or his or her family may receive from other state programs, subject to the eligibility standards of those programs.

(3) A referral to a nonrequired service that may be provided to an eligible infant or toddler or his or her family. Nonrequired services are those services that are not defined as early intervention services or do not relate to meeting the special developmental needs of an eligible infant or toddler related to the disability, but which may be helpful to the family. The granting or denial of nonrequired services by any public or private agency is not subject to appeal under this title.

(e) An annual review, and other periodic reviews of the individualized family service plan for an infant's or toddler and the infant or toddler's family shall be conducted to determine the degree of progress that is being made in achieving the outcomes specified in the plan and whether modification or revision of the outcomes or services is necessary. The frequency, participants, purpose, and required processes for annual and periodic reviews shall be consistent with the statutes and regulations under Part H and this title, and shall be specified in regulations adopted pursuant to Section 95028.

### **Individuals with Exceptional Needs (ECS 56026)**

"Individuals with exceptional needs" means those persons who satisfy all of the following:

(a) Identified by an individualized education program team as children with disabilities as that phrase is defined in paragraph (1) of subdivision (a) of Section 1401 of Title 20 of the United States Code.

(b) Their impairment, as described by subdivision (a), requires instruction, services, or both which cannot be provided with modification of the regular school program.

(c) Come with one of the following age categories:

(1) Younger than three years of age and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education.

(2) Between the ages of three to five years, inclusive, and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education; or between the ages of three and five years, inclusive, and identified by the district, special education local plan area, or county office pursuant to Section 56441.11.

(3) Between the ages of five and 18 years, inclusive.

(4) Between the ages of 19 and 21 years, inclusive; enrolled in or eligible for a program under this part or other special education program prior to his or her 19th birthday; and has not yet completed his or her prescribed course of study or who has not met proficiency standards prescribed pursuant to Sections 51215 and 51216.

(A) Any person who becomes 22 years of age during the months of January to June, inclusive, while participating in a program under this part may continue his or her participation in the program for the remainder of the current fiscal year, including any extended school year program for individuals with exceptional needs established pursuant to regulations adopted by the State Board of Education, pursuant to Article 1 (commencing with Section 56100) of Chapter 2.

(B) Any person otherwise eligible to participate in a program under this part shall not be allowed to begin a new fiscal year in a program if he or she becomes 22 years of age in July, August, or September of that new fiscal year. However, if a person is in a year-round school program and is completing his or her individualized education program in a term that extends into the new fiscal year, then the person may complete that term.

(C) Any person who becomes 22 years of age during the months of October, November, or December while participating in a program under this act shall be terminated from the program on December 31 of the current fiscal year, unless the person would otherwise complete his or her individualized education program at the end of the current fiscal year or unless the person has not had an individual transition plan incorporated into his or her individualized education program and implemented from the age of 20 years, in which case the person shall be terminated from the program at the end of the fiscal year.



(D) No school district, special education local plan area, or county office of education may develop an individualized education program that extends these eligibility dates, and in no event may a pupil be required or allowed to attend school under the provisions of this part beyond these eligibility dates solely on the basis that the individual has not met his or her goals or objectives.

(d) Meet eligibility criteria set forth in regulations adopted by the board, including, but not limited to, those adopted pursuant to Article 2.5 (commencing with Section 56333) of Chapter 4.

(e) Unless disabled within the meaning of subdivisions (a) to (d), inclusive, pupils whose educational needs are due primarily to unfamiliarity with the English language; temporary physical disabilities; social maladjustment; or environmental, cultural, or economic factors are not individuals with exceptional needs.

(f) This section shall remain in effect only until California terminates its participation in special education programs for individuals with exceptional needs between the ages of three and five years, inclusive, pursuant to Section 56448, and as of that date is repealed.

### **Intensive Special Education and Services (CCR. 5, Section 3001 (n))**

"Intensive special education and services" means instruction and services, without which the individual would be unable to develop the skills necessary to achieve educational goals appropriate to his or her developmental and cognitive level or potential. Such instruction and services may be provided in any of the program options as stated in Education Code Section 56361.

### **Least Restrictive Environment (LRE) or Maximum Interaction (ECS 56001 (g))**

Individuals with exceptional needs are offered special assistance programs that promote maximum interaction with the general school population in a manner that is appropriate to the needs of both.

### **Local Education Agency (LEA)**

Local education agency means a public board of education or other public authority legally constituted within a state for either administrative control or direction of or to perform a service function for public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a state or such combination of school districts or counties as are recognized in a state as an administrative control and direction of a public elementary or secondary school, including intermediate education units. The term also includes Responsible Local Agency (RLA) having responsibility for a Special Education Local Plan Area (SELPA).

### **Low Incidence Disability (ECS 56026.5)**

"Low incidence disability" means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof.

### **Parent (ECS 56028)**

"Parent" includes any person having legal custody of a child. "Parent," in addition, includes any adult pupil for whom no guardian or conservator has been appointed and the person having custody of a minor if neither the parent nor legal guardian can be notified of the educational actions under consideration. "Parent" also includes a parent surrogate. "Parent" does not include the state or any political subdivision of government.



**Referral for Assessment (ECS 56029)**

Any written request for assessment to identify an individual with exceptional needs made by a parent, teacher, or other service provider.

**Related Service (Title 34, Code of Federal Regulations. Section 300.13)**

Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a handicapped child with exceptional needs to benefit from special education, and includes speech pathology and audiology, psychological services, physical and occupational therapy, recreation, early identification and assessment of disabilities in children, counseling services, and medical services for diagnostic or evaluation purposes. The term also includes school health services, social work services in schools and parent counseling training.

**Severely Disabled (SH) (ECS 56030.5)**

"Severely disabled" means individuals with exceptional needs who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe mental retardation, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils under Chapter 6 (commencing with Section 56800) of this part, as it read on January 1, 1980.

**Site Administrator**

Administrator of the school site where the student is in attendance.

**Special Education (ECS 56031)**

"Special education" means specially designed instruction, at no cost to the parent, to meet the unique need of individuals with exceptional needs, whose educational needs cannot be met with modification of the regular instruction program, and related services, at no cost to the parent, that may be needed to assist these individuals to benefit from specially designed instruction.

Special education is an integral part of the total public education system and provides education in a manner that promotes maximum interaction between children or youth with disabilities and children or youth who are not disabled, in a manner that is appropriate to the needs of both.

Special education provides a full continuum of program options to meet the educational and service needs of individuals with exceptional needs in the least restrictive environment.

Individuals with exceptional needs shall be grouped for instructional purposes according to their instructional needs.

**Special Education Local Plan Area (SELPA)**

A single district or group of school districts joining with the county office of education organized within a specific geographic area to coordinate the administration and delivery of special education services and perform functions according to their local plan for that service area.

**Special Education Program Options**

## 1. Special Classes and Centers (SCC)

- a. Special Day Class (SDC): A classroom which enrolls for the majority of the school day, pupils with similar and more intensive educational needs which cannot currently be met in a lesser restrictive environment. No maximum class size is specified by law but funding has been based on an average of 10 students.

## ITEM 18

- b. Special Center (SC): A program which provides intensive educational and physical care for individuals with exceptional needs who are unable to benefit from a special class or other special education program alternatives, i.e., programs formerly identified as Development Center for Handicapped (DCH).

Special classes and centers and other removal of individuals with exceptional needs from the regular education environment shall occur only when the nature of severity of the handicap is such that regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

2. Resource Specialist Program (RSP): a program designed to help children who spend a majority of the day in regular classes. The resource specialist's role is determined by the local program plan and includes responsibilities as teacher, consultant, and coordinator. Maximum caseload is 28 students.
3. Designated Instruction and Services (DIS): Refer to the definition in this Glossary.
4. Certified Nonpublic, Nonsectarian School or Agency (NPS/NPA): Refer to the definition in this Glossary.
5. State Special Schools: Residential schools operated by the State Department of Education to serve blind, deaf, and neurologically handicapped pupils whose needs are so specialized that they cannot be met by the local school district or SELPA. Referral through the local district IEP team.

**Transition**

Refers to movement from one educational program option or level to another, as well as, to movement from high school to adult program opportunities.

**Transition Planning Statement (ECS 56345.1)**

A statement of needed transition services, pursuant to paragraphs (19) and (20) of subsection (a) of Section 1401 of Title 20 of the United States Code, shall be included in the pupil's individualized education program beginning not later than age 16 years and annually thereafter, or when determined appropriate for pupil, beginning at age 14 years or younger. In addition, the program shall include, when appropriate, a statement of the interagency responsibilities or linkages, or both, before the pupil leaves the school setting.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 26, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** John Addleman, Exec. Dir. of Planning Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** ADOPTION OF RESOLUTION / BIDDER  
PREQUALIFICATION PROCESS

-----

### EXECUTIVE SUMMARY

Public Contract Code ("PCC") Section 20111.6 provides that all school districts shall require bidders for public projects for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998, or any funds from any future state school bond for a public project that involves projected expenditures of one million dollars (\$1,000,000) or more, submit to a prequalification process. The bidders required to participate in the prequalification process are general building contractors, general engineering contractors, electrical, mechanical and plumbing contractors, whether acting as prime or subcontractors, and only for those projects whose funding meets the criteria established in PCC §20111.6.

To comply with this code, District staff has developed a standardized questionnaire, uniform rating procedure and annual renewal process by which all bidders subject to PCC §20111.6 shall comply.

### RECOMMENDATION:

It is recommended that the Board adopt the resolution requiring prequalification of bidders, prequalification procedure, standardized forms, uniform rating procedure and annual renewal process, in compliance with PCC §20111.6, as shown in the attached supplements.

### FUNDING SOURCE:

Not applicable.

**RESOLUTION**  
**A RESOLUTION ADOPTING BIDDER PREQUALIFICATION PROCESS**

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the governing board of the San Dieguito Union High School District (the "District") hereby resolves as follows:

**WHEREAS**, Public Contract Code section 20111.5 authorizes public school districts to require bidders for public works contracts to submit to a prequalification process; and

**WHEREAS**, Public Contract Code section 20111.6 requires that bidders for construction contracts awarded after January 1, 2014, on certain public projects for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond for a public project that involves a projected expenditure of one million dollars (\$1,000,000) or more submit to a prequalification process; and

**WHEREAS**, to comply with Public Contract Code section 20111.6, this Board has determined it to be in the best interest of the District and the citizens it serves to adopt procedures, a standardized questionnaire, and a uniform system of rating bidders on the basis of the completed questionnaires and financial statements; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the San Dieguito Union High School District as follows:

- 1. Prequalification Required.** For all public projects subject to Public Contract Code section 20111.6, no bids will be accepted and no contracts shall be awarded pursuant to Public Contract Code section 20111, to bidders who have not been prequalified.
- 2. Prequalification Procedure. Standardized Forms, and Uniform Rating Procedure Adopted.** Bidders shall be prequalified in accordance with the requirements set forth in the Prequalification Procedures ("Prequalification Procedures") and Prequalification Forms for Contractors Seeking to Contract for Public Works Projects for the San Dieguito Union High School District ("Prequalification Forms"), adopted by this Resolution, attached to and incorporated into this Resolution by this reference.
- 3. Additional Authorization.** The District Superintendent or his or her designee is hereby further authorized and directed to prepare, on behalf of the District, any other documentation necessary to effectuate the Prequalification Procedures in accordance with Public Contract Code section 20111.6 or to revise the Prequalification Forms as necessary consistent with the terms and conditions of this Resolution. Any actions taken to date, or as may be taken in the future, on behalf of the District by the District Superintendent or his or her designee that are in conformity with the purposes and intent of this Resolution and with the provisions of Public Contract Code section 20111.6 are hereby approved and confirmed.

**Effective Date.** This Resolution shall take effect immediately upon its adoption.

**APPROVED, PASSED AND ADOPTED** this 2<sup>nd</sup> day of February, 2017, by the following vote of the Board of Trustees of the San Dieguito Union High School District.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

---

Beth Hergesheimer  
Clerk of the Board of Trustees

---

Amy Herman  
President of the Board of Trustees

**ATTACHMENT A**



# SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

## CONTRACTOR PRE-QUALIFICATION REQUIREMENTS

### GENERAL CONTRACTORS, MECHANICAL/PLUMBING SUBCONTRACTORS AND ELECTRICAL SUBCONTRACTORS

#### TABLE OF CONTENTS

Page No.

2	General Information
3	Submission of Completed Statements
4	Basis for Pre-qualification
5	Quick Check
8	Pre-qualification Checklist
9 – 28	Pre-qualification Forms: Section 1 – General Information Section 2 – Organization Section 3 – Insurance Section 4 – Surety Information Section 5 – Recent Construction Projects Section 6 – Financial Information
29	Appendices: Additional Information Notification of Pre-qualification Result Scored Interview Questions Appeal Process Cal/OSHA Form 300 Example

**BIDDER'S QUALIFICATION AND VERIFICATION FORMS****CONTRACTOR'S STATEMENT OF EXPERIENCE  
AND FINANCIAL CONDITION****REQUEST FOR PRE-QUALIFICATION OF BIDDERS****(Public Contract Code Section 20111.6)**

This requirement is for all contracts for public projects estimated at \$1,000,000 or over, awarded after January 1, 2014, for which the District receives funds, including funds reimbursed, from any current or future state school bond.

It is mandatory that all General Contractors, Mechanical/Plumbing Subcontractors, and Electrical Subcontractors (Contractors) for projects estimated at \$1,000,000 or over must fully complete this Questionnaire, provide all materials requested herein, and be approved by the San Dieguito Union High School District (District) in order to bid.

Mechanical, electrical and plumbing contractors subject to this requirement are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46.

If two or more businesses intend to perform a construction project as a joint venture, each entity within the Joint Venture must be separately prequalified.

Answers to questions contained in the attached Pre-qualification Questionnaire and Financial Statement are required, including a complete statement of prospective bidder's financial ability and experience in performing public works. These documents will be the basis of qualifying a Contractor wishing to bid with the District. The District reserves the right to check other sources available. Omission of, or refusal to supply, requested information can result in automatic disqualification.

The Questionnaire and Financial Statements are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. San Dieguito Union High School District reserves the right to reject any and all Pre-qualification Questionnaires and to waive any irregularities in the information contained therein.

Each Questionnaire must be signed under penalty of perjury by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the awarding body and provide updated accurate information in writing and under penalty of perjury.

The information will remain current for 12 months from the notice of qualification. The applicant may renew the Contractor's Statement of Experience and Financial Condition (Statement) by filing an updated Statement via the process in effect at that time.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

**SUBMISSION OF COMPLETED STATEMENTS**

Mail completed Contractor's Statement of Experience and Financial Condition along with the following:

Cal/OSHA 300 logs for past 3 years  
California Contractor's License  
Surety history for past 5 years  
Letter of Bondability  
Certificate of Insurance  
Reviewed or Audited Financial Statement (For projects \$1,000,000 to \$9,999,999)  
OR  
Audited Financial Statement (For projects \$10,000,000 or greater)  
Accountant's Release Letter

To: San Dieguito Union High School District  
Planning & Facilities Department  
Attn: Therese Doyle, Construction & Facilities Project Coordinator  
684 Requeza Street  
Encinitas, CA 92024

**Please mark envelope "Confidential"**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

**BASIS FOR PRE-QUALIFICATION**

- 1. Contractor will have answered “YES” to questions 1-8 of the Quick Check questions.**
- 2. Contractor must not have answered “YES” to questions 9-20 of the Quick Check DISQUALIFYING QUESTIONS.**
- 3. Contractor must have *completed* a minimum of three (3) public works projects, specifically for school districts, including community college districts or public university construction projects for \$1,000,000 or more in the State of California within the last five (5) years.**
- 4. Contractor must score a minimum of 80 points in Appendices – SCORED INTERVIEW QUESTIONS.**
- 5. Contractor must be able to secure bonding for a minimum of \$1,000,000 (contractors bidding solely as subcontractors to prime contractors do not need to meet this requirement).**

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

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

**Quick Check****Should I fill out this Questionnaire?**

The following are screening statements, which should be used to determine whether or not you pass the test to require you to enter the pre-qualification process.

*You must be able to answer "YES" to each statement below:*

1. **Select the appropriate category(ies) for which the Contractor is seeking prequalification. Leave non-applicable category(ies) blank.**

**For General/Prime Contractors:** Contractor possesses a valid and current California Contractor's "A" or "B" license. Yes \_\_\_\_\_ No \_\_\_\_\_

**For Mechanical Subcontractors:** Contractor possesses a valid and current California Contractor's "C" license. Yes \_\_\_\_\_ No \_\_\_\_\_

**For Plumbing Subcontractors:** Contractor possesses a valid and current California Contractor's "C" license. Yes \_\_\_\_\_ No \_\_\_\_\_

**For Electrical Subcontractors:** Contractor possesses a valid and current California Contractor's "C" license. Yes \_\_\_\_\_ No \_\_\_\_\_

2. Your firm is intending to bid a job at \$1,000,000 or over (Projects estimated at less than \$1,000,000 do not require pre-qualification.) Yes \_\_\_\_\_ No \_\_\_\_\_
3. Your firm has general liability insurance with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate. If your firm is bidding on a project over \$5,000,000 it has a policy limit of at least \$3,000,000 per occurrence and \$6,000,000 aggregate. **Note:** *The insurance limits are fixed and are not negotiable. If your firm does not have insurance with the required minimum levels you will not be pre-qualified.* Yes \_\_\_\_\_ No \_\_\_\_\_
4. Your firm has a current workers' compensation insurance policy as required by the Labor Code or it is legally self-insured pursuant to Labor Code Section 3700 et seq. Yes \_\_\_\_\_ No \_\_\_\_\_
5. Your firm has attached a notarized statement from an admitted surety insurer approved by the California Department of Insurance and authorized to issue bonds in the State of California which states your aggregate and per project bonding capacity within 30 days preceding the submission of this Statement. Yes \_\_\_\_\_ No \_\_\_\_\_
6. Your firm has an audited or reviewed financial statement with accompanying notes and supplemental information, (as appropriate), that is less than 18 months old. Yes \_\_\_\_\_ No \_\_\_\_\_
7. Your firm has completed at least three (3) public works projects, specifically for school districts, including community college districts or public university construction projects in the State of California valued at a minimum of \$1,000,000 each within the last five (5) years. (Public Works is defined as facilities built for government agencies including school districts, special districts, local, county, state and federal agencies and requiring prevailing wage rates paid to workers.) Yes \_\_\_\_\_ No \_\_\_\_\_

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

8. Your firm is eligible to bid on a school district construction contract as per Sections 1777.1 and 1777.7 of the Labor Code. Yes\_\_\_\_\_ No\_\_\_\_\_

9. Your firm is registered with the Department of Industrial Relations. Yes\_\_\_\_\_ No\_\_\_\_\_

*If you can answer "Yes" to all of the above statements, please proceed.*

**DISQUALIFYING QUESTIONS**

*A "Yes" response to any of the following questions will result in automatic disqualification.*

9. Is your firm currently the debtor in a bankruptcy case?

Yes  No

10. Have *any* of your contractor's licenses been revoked at any time in the last five (5) years?

Yes  No

11. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, defaulted, found non-responsible, terminated for cause, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? This includes any agreement in which your firm voluntarily agrees not to bid. **Note:** "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Section 3, question 1c or 1d in this questionnaire.

Yes  No

12. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes  No

13. At any time during the last five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes  No

14. At any time during the last five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes  No

15. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

16. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction, either public or private?

Yes  No

17. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

18. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the last five (5) years? **Note:** If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes       No

19. At any time in the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes       No

20. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code sections 1777.1 or 1777.7?

Yes       No

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct, dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at \_\_\_\_\_, California.

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature, Authorized Representative

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

Name: \_\_\_\_\_  
(Print or Type Name of Authorized Representative)

Title: \_\_\_\_\_  
(Print of Type Title of Authorized Representative)

**PRE-QUALIFICATION CHECKLIST****BEFORE YOU SUBMIT YOUR PRE-QUALIFICATION QUESTIONNAIRE HAVE YOU DONE THE FOLLOWING?**

- Have you completed all the information required in Section 1 – General Information beginning on page 9?
- Did you include the Cal/OSHA 300 logs for past 3 years required on page 9? NOTE: Summaries are not acceptable. To see an example of a Cal/OSHA 300 log please see the Appendices section at the back of the Questionnaire package.
- Have you completed all the information required in Section 2 – Organization History, Performance and Compliance with Civil and Criminal Laws beginning on page 10?
- Did you sign the affidavit on page 16?
- Did you include the Certificate of Insurance required on page 18?
- Did you include a total of five (5) years of surety information required on page 19?
- Did you include the Letter of Bondability from your bonding surety required on page 20?
- Did you include three (3) recent construction projects and all of the requested information in Section 5 starting on page 21? NOTE: Please include CURRENT contact information for the projects listed.
- Did you include either a Reviewed or Audited Financial Statement (reviewed for projects under \$10,000,000, audited for projects over \$10,000,000) required in Section 6 – Financial Information on page 25?
- Did you include a copy of the certificate of a licensed accountant required on page 26?
- Did you include your Accountant's Release Letter required on page 27?

**IF YOU HAVE ANY QUESTIONS REGARDING THE QUESTIONNAIRE AND/OR ITS REQUIREMENTS, PLEASE CONTACT THERESE DOYLE AT (760) 753-6491 x5611 or [therese.doyle@sduhsd.net](mailto:therese.doyle@sduhsd.net)**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

CONTRACTOR'S STATEMENT OF EXPERIENCE  
AND FINANCIAL CONDITION

Please Type or Print Clearly

**SECTION 1 - GENERAL INFORMATION**

Contractor: \_\_\_\_\_  
(As name appears on license)

Check One: Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_  
Sole Prop. \_\_\_\_\_  
Joint Venture \_\_\_\_\_  
LLC \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Phone:(\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_ Email \_\_\_\_\_

If firm is a sole proprietor or partnership, provider Owner(s) of Company \_\_\_\_\_

If Contractor is a Corporation, provide the State of Incorporation: \_\_\_\_\_

**Seeking Prequalification for:** General Contractor \_\_\_\_\_ Mechanical Subcontractor \_\_\_\_\_ Plumbing  
Subcontractor \_\_\_\_\_ Electrical Subcontractor \_\_\_\_\_

License # \_\_\_\_\_ Class: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Supplemental classification(s) held, if any, and license number(s): \_\_\_\_\_

District Use Only:  
Verified by District \_\_\_\_\_ on \_\_\_\_\_ by speaking with \_\_\_\_\_.  
License Clear: \_\_\_\_\_ Yes \_\_\_\_\_ No ([www.cslb.ca.gov](http://www.cslb.ca.gov) web page or 1-800-321-2752 for computer)

Tax ID Number: \_\_\_\_\_ Date Business Formed: \_\_\_\_\_

Corporate Identification Number \_\_\_\_\_

1. In what type of Construction do you specialize? \_\_\_\_\_

2. Attach copies of Cal/OSHA Form 300 Logs from the past 3 years. SEE APPENDICES FOR  
EXAMPLE OF Cal/OSHA Form 300 LOG. SUMMARIES ARE NOT ACCEPTABLE.

District Use Only:  
Verified by District by \_\_\_\_\_ on \_\_\_\_\_, for \_\_\_\_\_ years.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

3. Are you currently pre-qualified with any other school district or public agency in San Diego County \_\_\_Yes \_\_\_No

*If yes, list ALL agencies for which you have already prequalified:*

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

I hereby allow you to contact the district(s) and public agencies above to discuss my rating/pre-qualification.

\_\_\_\_\_ Signed \_\_\_\_\_ Dated

4. Is your firm an EBE? \_\_\_Yes \_\_\_No. *If Yes, list all of your certifications.*

\_\_\_\_\_

5. Is your firm a DVBE contractor? \_\_\_Yes \_\_\_No. *If Yes, list your DGS certification number, or if you are certified through SDVOB please provide a copy of your verification letter.*

\_\_\_\_\_

**SECTION 2 - ORGANIZATION, HISTORY, PERFORMANCE, AND COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**A. Current Organization and Structure of the Business**

**For Firms That Are Corporations:**

- 1a. Date incorporated: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.  
**NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.**

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

- 1e. Provide a copy of most recent certification from the California Secretary of State indicating standing.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

**For Firms That Are Partnerships:**

- 1a. Date of formation: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.  
**NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business.**

Person’s Name	Construction Company	Dates of Person’s Participation with Firm

**For Firms That Are Sole Proprietorships:**

- 1a. Date of commencement of business. \_\_\_\_\_
- 1b. Social security number or tax identification number of company owner. \_\_\_\_
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.  
**NOTE: For this question, “owner” refers to ownership of ten percent or more of the business.**

Person’s Name	Construction Company	Dates of Person’s Participation with Co.

**For Firms That Intend to Submit a Bid as Part of a Joint Venture:**

- 1a. Date of commencement of joint venture. \_\_\_\_\_
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

- 1c. Please provide a true, correct executed copy of the joint venture agreement.

NOTE: The joint venture agreement must contain identical or similar language as follows:

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

*“All obligations, expenses and losses incurred, and all payments made in connection with the Joint Venture including, without limitation, any liability for damages arising out of claims or actions against the Joint Venture in connection with the anticipated contract(s) or projects, shall be the obligations of the Joint Venture. Each Joint Venturer shall be individually liable according to its pro rata share of ownership as well as jointly and severally liable to the District for the obligations of the Joint Venture, including but not limited to claims or actions on indemnity, defect, and warranty.”*

**For Firms That Are Limited Liability Companies (LLC):**

- 1a. Date of formation: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each member who owns 10 percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any member has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.  
**NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person’s Name	Construction Company	Dates of Person’s Participation with Firm

**B. History of the Business and Organizational Performance**

- 2. Has there been any change in ownership of the firm at any time during the last three (3) years?  
**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**  
 Yes  No  
*If Yes, explain on a separate signed page.*
- 3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?  
**NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**  
 Yes  No  
*If Yes, explain on a separate signed page.*
- 4. Have any of your firm’s corporate officers, partners, members, or owners served in the same capacity in another construction firm in the past five (5) years?  
**NOTE: Include information about other firms if an owner, partner, member, or officer of your firm holds a similar position in another firm.**  
 Yes  No  
*If Yes, explain on a separate signed page.*
- 5. How many years has your organization been in business in California as a contractor under your present business name and license number? \_\_\_\_\_
- 6. Was your firm in bankruptcy at any time during the last five (5) years?  
 Yes  No



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

*If Yes, explain on a separate page.*

**C. Licenses**

7. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

---

---

8. Has your firm changed names or license number in the last five (5) years?  
 Yes  No  
*If Yes, explain on a separate signed page, providing prior name/license number, date of change and circumstances surrounding the change.*

9. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five (5) years?  
 Yes  No  
*If Yes, explain on a separate signed page, provide the prior name, the date of change and the circumstances surrounding the change.*

10. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?  
 Yes  No  
*If Yes, please explain on an attached separate sheet of paper*

**D. Contractual Obligations and Disputes – SDUHSD Projects**

11. At any time during the last five (5) years has your firm received one or more “Notices of Non Compliance” from the District’s representative on District projects?  
 Yes  No  
*If Yes, explain on a separate signed page, providing the project name(s), contract number(s), date of award and circumstances related to your receipt of the notice*

12. At any time in the last five (5) years has your firm filed two or more requests to withdraw or to be released from a District bid?  
 Yes  No  
*If Yes, explain on a separate signed page, providing the project name(s), contract number(s) and the circumstances under which you sought withdrawal.*

13. At any time during the last five (5) years has your firm been penalized for illegal/improper Substitution of a Listed Subcontractor on District projects?  
 Yes  No  
*If Yes, explain on a separate signed page, providing the project name(s), contract number(s), the name(s) of the subcontractor(s).*

14. At any time in the last five (5) years, has your firm been assessed and paid liquidated damages after completion of a project on District projects  
 Yes  No  
*If Yes, please explain on an attached separate sheet of paper.*

**E. Contractual Obligations and Disputes – All Public Works Projects**

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

**NOTE: The first two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner.**

15. Within the last five (5) years, how many times has your company been awarded a public works contract in which you “failed to execute” a contract? **Note: “Failure to Execute” is any of the following: (1) Refusal to pick up, sign, and/or return contract documents; (2) Inability to obtain insurance and/or bond requirements.**

Yes  No

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

16. In the last five (5) years, has any claim **against** your firm concerning your firm’s work on a construction project, either public or private, been **filed in court or arbitration**?

Yes  No

*If “Yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).*

17. In the last five (5) years, has your firm been involved in any arbitration, mediation, or other dispute resolution process, or litigation with a project owner, filed any claims with a project owner or had any claim filed against it by a project owner, regardless of outcome?

Yes  No

*If “Yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).*

18. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

19. If your firm was required to pay a premium of more than one per cent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. **Provide an explanation for a percentage rate higher than one per cent on an attached separate sheet of paper.**

\_\_\_\_\_ %

20. During the last five (5) years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes  No

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

**F. Worker Safety, Prevailing Wage, Workers Compensation, Apprenticeship – All Public Works Projects**

21. Within the past five (5) years has the Department of Industrial Relations/Division of Labor Standards Enforcement found your firm or, if a General Contractor, your subcontractors to have failed to pay prevailing wage on a public works project?

Yes  No

*If Yes, please explain* \_\_\_\_\_  
\_\_\_\_\_

*You may attach an explanation if you wish.*

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

- 22. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the **state’s** prevailing wage laws?  
 Yes  No

**NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

- 23. During the last five (5) years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?  
 Yes  No

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

- 24. Has the EPA, Department of Environmental Health or any Air Quality Management District or any Regional Water Quality Control Board or any other agency with competent jurisdiction cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the last five (5) years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes  No

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

- 25. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? \_\_\_\_\_

- 26. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

*If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.*

**NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.**

- 27. Within the last five (5) years, has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?  
 Yes  No

*If Yes, please list all instances with explanations on an attached separate sheet of paper.*

- 28. Provide the name, address, and telephone number of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by San Dieguito Union High School District.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

- 29. If your firm operates its own State-approved apprenticeship program:
  - a. Identify each craft or crafts in which your firm provided apprenticeship training in the past year.
  - b. State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
  - c. State the number of individuals who were employed by your firm as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by your firm.

*Provide all requested information on a separate sheet of paper and attach to this Questionnaire.*

- 30. At any time during the last five (5) years, has your firm been found to have violated any provision of the California apprenticeship laws or regulations, or the laws pertaining to the use of apprentices on public works?  
 Yes  No  
*If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).*

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_, California.

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

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

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

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

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

**SECTION 3 - INSURANCE**

For projects *under* \$5,000,000, do you currently have a minimum of \$2,000,000 per occurrence and \$4,000,000 aggregate Combined Comprehensive Single Limit Liability Insurance? \_\_\_\_ Yes \_\_\_\_ No.

For projects *over* \$5,000,000, do you currently have a minimum of \$3,000,000 per occurrence and \$6,000,000 aggregate Combined Comprehensive Single Limit Liability Insurance? \_\_\_\_ Yes \_\_\_\_ No.

**Attach your certificate of insurance for verification.**

AMOUNT OF INSURANCE \$ \_\_\_\_\_ per occurrence \_\_\_\_\_ aggregate

Years With Ins. Co.: \_\_\_\_\_

Insurance Company Information

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

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

Phone #: ( ) \_\_\_\_\_

Contact: \_\_\_\_\_

**NOTE: If under two years with company, please list prior insurance companies on a separate page, including phone numbers and contact names.**

District Use Only:	
Verified by District by _____	on _____ by speaking with _____
Comments:	
Certificate of Insurance attached? _____	Yes _____ No _____ Expiration date of insurance: _____

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE **ITEM 19**

**Exchange this page for a current original certificate of insurance.**



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

**SECTION 4 - SURETY INFORMATION**

Provide a statement listing names of all surety companies, not agencies, utilized by your firm in the last five (5) years. Please provide a letter stating bondability from surety company that is authorized to do business in California and is listed as a surety with the California Department of Insurance and is rated at least A-: VII, by A.M. Best Key Rating.

Company	Contact & Phone #	Largest Bond	List Years Used

District Use Only:

<p>Verified by District by _____ on _____ by speaking with _____</p> <p>How long has the contractor been client?: _____</p> <p>Has the contractor defaulted on a contract that caused the surety to suffer a loss in the past two years?: _____ Yes _____ No</p> <p>Comments: _____</p> <p>Has the contractor ever failed to complete a contract?: _____ Yes _____ No</p> <p>Comments: _____</p> <p>Has the contractor been suspended, dismissed, deemed not responsible, debarred, terminated for cause, or declared in default from a project during the past two years?: _____ Yes _____ No</p> <p>Comments: _____</p>
<p>Has the contractor declared bankruptcy or ever been placed in receivership within the past three years?: _____ Yes _____ No</p> <p>Comments: _____</p> <p>Are there any positive answers to the prior three questions? If yes, contractor is disqualified.</p> <p>What is the largest contract this contractor has had bonded through this surety?: _____</p> <p>What maximum size project would your surety most likely bond this contractor for?: _____</p> <p>Are there any outstanding stop notices or liens currently unresolved on contracts that have been completed that you are aware of? _____ Yes _____ No</p> <p>If yes, # _____ Comments: _____</p>

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE **ITEM 19**

**Exchange this page for a current original letter of bondability which clearly shows bonding agency's estimate of largest single bond amount most likely approvable.**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

**SECTION 5- RECENT CONSTRUCTION PROJECTS COMPLETED**

Contractor shall provide information about its three (3) *largest school projects*, including community college districts and public university projects, at \$1,000,000 or more **completed** in the State of California within the last five (5) years. Names and references must be current and verifiable.

1. **Project Name:** \_\_\_\_\_

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

Owner: \_\_\_\_\_

Owner Contact (name and *current* phone number): \_\_\_\_\_

Architect or Engineer of Record: \_\_\_\_\_

AOR or EOR Contact (name and *current* phone number): \_\_\_\_\_

**Owner's** Construction Manager (name and *current* phone number): \_\_\_\_\_

Description of Project, Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

Total Construction Cost of Project:

Total Value of Mechanical/Plumbing Contract : \_\_\_\_\_  
(*For Mechanical/Plumbing Subcontractors Only*)

Total Value of Electrical Contract : \_\_\_\_\_  
(*For Electrical Subcontractors Only*)

Total Number of Change Orders on Project: \_\_\_\_\_

**Total Value of Change Orders):** \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extension Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

\*\*\*\*

2. **Project Name:** \_\_\_\_\_

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

Owner: \_\_\_\_\_

Owner Contact (name and *current* phone number): \_\_\_\_\_

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

Architect or Engineer of Record: \_\_\_\_\_

AOR or EOR Contact (name and *current* phone number): \_\_\_\_\_

**Owner's** Construction Manager (name and *current* phone number): \_\_\_\_\_

Description of Project, Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

Total Construction Cost of Project:

Total Value of Mechanical/Plumbing Contract : \_\_\_\_\_

(For Mechanical/Plumbing Subcontractors Only)

Total Value of Electrical Contract : \_\_\_\_\_

(For Electrical Subcontractors Only)

Total Number of Change Orders on Project: \_\_\_\_\_

**Total Value of Change Orders):** \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extension Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

\*\*\*\*

**3. Project Name:** \_\_\_\_\_

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

Owner: \_\_\_\_\_

Owner Contact (name and *current* phone number): \_\_\_\_\_

Architect or Engineer of Record: \_\_\_\_\_

AOR or EOR Contact (name and *current* phone number): \_\_\_\_\_

**Owner's** Construction Manager (name and *current* phone number): \_\_\_\_\_

Description of Project, Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

Total Construction Cost of Project:

Total Value of Mechanical/Plumbing Contract : \_\_\_\_\_

(For Mechanical/Plumbing Subcontractors Only)

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

Total Value of Electrical Contract : \_\_\_\_\_  
(For Electrical Subcontractors Only)

Total Number of Change Orders on Project: \_\_\_\_\_

**Total Value of Change Orders):** \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extension Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

- 4.** List two (2) current principal Trade Suppliers and three (3) current principal Trade Subcontractors:

<b>Company</b>	<b>Material or Service Provided</b>	<b>Contact</b>	<b>Phone #</b>
Supplier			( )
Supplier			( )
Subcontractor			( )
Subcontractor			( )
Subcontractor			( )

District Use Only: Supplier - Reference Verification

Supplier/Subcontractor #1

Co. Name: \_\_\_\_\_ Spoke With: \_\_\_\_\_ Annual Volume: \_\_\_\_\_

Pd. at terms: Yes \_\_\_\_\_ No \_\_\_\_\_ Last usage date: \_\_\_\_\_ Ver. by \_\_\_\_\_ on \_\_\_\_\_

Comments: \_\_\_\_\_

Supplier/Subcontractor #2

Co. Name: \_\_\_\_\_ Spoke With: \_\_\_\_\_ Annual Volume: \_\_\_\_\_

Pd. at terms: Yes \_\_\_\_\_ No \_\_\_\_\_ Last usage date: \_\_\_\_\_ Ver. by \_\_\_\_\_ on \_\_\_\_\_

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

**ITEM 19**

5. List experience record of staff:

<b>Name</b>	<b>Position</b>	<b>Years With Firm</b>	<b>Experience</b>



SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

**SECTION 6 - FINANCIAL INFORMATION**

**Reviewed or audited statements** will be required for bidding on projects under \$10,000,000. **NOTE: A compilation is not acceptable.** **Audited statements** will be required for bidding on all construction projects of \$10,000,000 plus.

**SPECIAL NOTE TO ACCOUNTANT:** The attached Certificates of Accountant shall not be made by any individual who is the regular employ of the individual, partnership, joint venture, LLC, or corporation submitting the statement; nor by any individual who is a member of the firm with more than a ten percent (10%) financial interest.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE **ITEM 19**

**(Exchange this page for the certificate of a licensed accountant for either a reviewed or audited financial statement.)**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

ITEM 19

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize this pre-qualifying agency to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

\_\_\_\_\_  
Name Contractor's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\*\*\*\*\*

\_\_\_\_\_  
Accounting Firm Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

District Use Only:  
Verified by District by \_\_\_\_\_ on \_\_\_\_\_ by speaking with \_\_\_\_\_.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE **ITEM 19**

**Exchange this page for all other appropriate attachments mentioned herein, such as financial statement, certificate of incorporation and minutes, etc., as well as any additional information you wish to add.**

## APPENDICES

### ADDITIONAL INFORMATION

#### District Pre-qualification Standards

- (1) Contractor's Statement of Experience
- (2) Appropriate California Contractor's License
- (3) Contractor's Financial Condition and Bondability
- (4) Certificate of Insurance
- (5) Certificate of Licensed Public Accountant
- (6) Accountant's Release Letter

Only one (1) copy of the pre-qualification is required to be submitted. A new and current submittal shall be required each year by the anniversary date of initial qualification. A Contractor may also file new statements quarterly if there is substantial change in the Contractor's financial status, and a new rating based on the latest statement will be issued. In no case will pre-qualification remain in effect longer than one (1) year from the date of notice of pre-qualification. The District reserves the right to update or modify the Questionnaire at any time, which may result in a different Questionnaire being issued for any subsequent annual re-qualification. The following items must be provided or the pre-qualification submittal will not be accepted.

#### Financial Information

##### **A. Audited & Reviewed Statement Requirements**

Reviewed or audited statements will be required for bidding projects over \$1,000,000 and under \$10 million. Audited statements will be required for bidding all construction projects totaling \$10 million or greater. *Note: A compilation is not acceptable.*

##### **B. Accountant's Certificate and Release**

The certificate of a licensed Certified Public Accountant will be required in all cases. It will be acceptable for the accountant to submit a certificate in the accountant's own words. However, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the District.

Accountant's Release Letter will be required. San Dieguito Union High School District will verify financial statement validity with responsible accountant.

##### **C. Term of Financial Statements**

A Contractor's financial information is only valid for twelve (12) months from the date shown on the financial information. The District reserves the right to reject statements in which the financial information is more than twelve (12) months old. All applicable portions of the form should be completed with schedules attached if there is insufficient space on the form.

#### Public Works Requirements

Projects estimated at \$1,000,000 or above require the successful completion of at least three (3) public works projects, specifically for school districts, including community college districts or

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

ITEM 19

public university construction projects completed in the state of California in the last five (5) years.

**Insurance**

A minimum \$2,000,000 per occurrence and \$4,000,000 aggregate combined comprehensive single limit liability insurance is required for any project under \$5,000,000, and a minimum \$3,000,000 per occurrence and \$6,000,000 aggregate combined comprehensive single limit liability insurance is required for any project over \$5,000,000. A Certificate of Insurance must state levels and dates of coverage.

**Bondability**

The bonding surety is required to be an authorized surety in the state of California with an A.M. Best Key Rating of A-:VII or better. Contractor is required to include a letter of bondability from the surety indicating the surety's support levels.

In the event that a Contractor is unable to obtain a bond in the time prescribed by the District, the Contractor may be suspended from the qualified contractors list and not be allowed to bid on District projects until proof of bondability is provided.

**NOTIFICATION OF PRE-QUALIFICATION RESULT**

Contractors will be notified of their pre-qualification rating by fax or US mail, as well as posted to a list or prequalified contractors on the District's website. Notification will be made as soon as possible, but no later than 5 days prior to bid opening.

Completed pre-qualification forms must be submitted no later than **10 days prior to bid opening due date** (*in accordance with Public Contract Code 20111.6*).

**SCORED INTERVIEW QUESTIONS**

The following questions will be used to interview randomly selected contacts from at least two (2) completed projects. If you have performed projects for the District within the last five (5) years, District will interview the project and construction managers for the project for the two (2) most recently completed projects. The District will conduct the interviews. No action on the Contractor's part is necessary. These questions are included on the package given to the Contractor for information only.

The highest possible score on any single project is 100 points. An average score of less than 80 points disqualifies a Contractor from bidding on projects that are proposed by San Dieguito Union High School District.

1. Are there any outstanding stop notices, liens or claims by the contractor that are currently unresolved on contracts for which notices of completion are recorded? (0 points if yes, 10 points if none) Yes \_\_\_\_\_ No \_\_\_\_\_
2. Was supervision sufficient during the execution of the project? (0 points if no, 10 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE****ITEM 19**

3. Did the contractor submit reports & other paperwork, including change order paperwork and scheduling updates in a timely manner? (0 points if no, 10 points if yes) Yes \_\_\_\_\_  
No \_\_\_\_\_
4. Did the contractor finish the project on schedule? (0 points if no, 10 points if yes)  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Did the contractor perform in a satisfactory manner on the following factors:
- Providing sufficiently experienced supervision over the project (0 points if no, 5 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_
  - Adequately staffing the project (0 points if no, 5 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_
  - Providing sufficient equipment the to perform the work in a timely manner on the project (0 points if no, 5 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_
  - Required supervision from owner (5 points if no, 0 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_
5. Were there any change orders on the project? (20 points if no, 0 points if yes) No \_\_\_\_\_  
Yes \_\_\_\_\_
- If yes, please respond to the following factors regarding the contractor's performance:
- Was the quality of the change order work satisfactory? (0 points if no, 5 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_
  - Did the contractor provide timely submission of cost and time estimates to perform change order work? (0 points if no, 5 points if yes) Yes \_\_\_\_\_ No \_\_\_\_\_
  - How well did the contractor integrate the change order work into the existing work? (0 points if inadequate, 5 points if adequate) Adequate \_\_\_\_\_ Inadequate \_\_\_\_\_
6. Did the contractor perform in the area of project close out, including turning in Maintenance & Operations manuals, completing as-built drawings, providing required training and completing warranty work in a timely and satisfactorily manner? (0 points if no, 10 points if yes). Yes \_\_\_\_\_ No \_\_\_\_\_
7. Did the contractor assert unilateral change orders and claims totaling more than 10% of the project value? (10 points if none, 0 points if yes) No \_\_\_\_\_ Yes \_\_\_\_\_
- If so, were the claims:
- Substantiated in whole or in part in the contractor's favor? (no points – information only) Yes \_\_\_\_\_ No \_\_\_\_\_
  - Resolved in a professional, orderly and timely manner? (5 points if yes, 0 points if no) Yes \_\_\_\_\_ No \_\_\_\_\_

**APPEAL PROCESS****PROCEDURE FOR APPEAL OF PRE-QUALIFICATION RESULTS**

Public Contract Code Section 20101(d) requires that every public agency that requires prospective bidders to prequalify establish “a process that will allow prospective bidders to dispute their proposed pre-qualification rating prior to the closing time for receipt of bids.” The appeal process must include written notification by the public agency of the basis for the prospective bidder's disqualification “and any supporting evidence that has been received from others or adduced as a result of an investigation by the public entity.” (PCC Section 20101(d)(1).



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE**

ITEM 19

The prospective bidder must be given an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the public entity as to why the prospective bidder should be found qualified.” (PCC Section 20101(d)(2)).

If a Contractor appeals in writing the District’s decision to not pre-qualify him/her, the District will call to order a three-member appeal panel made up of Facilities Planning and Construction management/supervisory staff or any other staff deemed qualified by the District. The Contractor or his/her representative is invited to appear in person to bring before the appeal panel any additional or new information. It is advisable to ask your legal counsel to be in attendance or on call during the appeal. The panel advises the Contractor on the points where his/her questionnaire response has fallen below the minimum required number of points to qualify, and allows the Contractor to speak to the issues. The Contractor is then released from the meeting and the panel members come to consensus on whether or not to allow the Contractor to pre-qualify. The Contractor is faxed notification of the appeal panel's decision at least 24 hours prior to bid opening.

A Contractor may update their school construction experience or financial information at any time without returning to the review panel since these amounts are not set by discretion. This option may be used once only, prior to a full pre-qualification package becoming due again.

**If a clerical error or an error of omission is discovered after a Contractor is notified of the review panel’s results, the Contractor may submit the additional information. Staff may change the pre-qualification amounts for School Construction Rating or Financial Rating without returning to the panel.**

**Cal/OSHA Form 300 Example**

# Cal/OSHA Form 300 (Rev. 7/2007) Appendix A Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.29(b)(6)-(10)



Year 20\_\_\_\_  
Department of Industrial Relations  
Division of Occupational Safety and Health

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in CCR Title 8 Section 14300.8 through 14300.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (Cal/OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local Cal/OSHA office for help.

Establishment name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:						
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case:				(K)	(L)	(M)						
						Death	Days away from work	Remained at work				Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses	
						(G)	(H)	Job transfer or restriction	Other recordable cases	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ days	_____ days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	month/day	_____	_____	<input type="checkbox"/>												

**ATTACHMENT B**

# SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

## Quick Check

### Should I fill out this Questionnaire?

The following are screening statements, which should be used to determine whether or not you pass the test to require you to enter the pre-qualification process.

*You must be able to answer "YES" to each statement below:*

1. **Select the appropriate category(ies) for which the Contractor is seeking prequalification. Leave non-applicable category(ies) blank.**

**For General/Prime Contractors:** Contractor possesses a valid and current California Contractor's "A" or "B" license. Yes \_\_\_\_\_ No \_\_\_\_\_

**For Mechanical Subcontractors:** Contractor possesses a valid and current California Contractor's "C" license. Yes \_\_\_\_\_ No \_\_\_\_\_

**For Plumbing Subcontractors:** Contractor possesses a valid and current California Contractor's "C" license. Yes \_\_\_\_\_ No \_\_\_\_\_

**For Electrical Subcontractors:** Contractor possesses a valid and current California Contractor's "C" license. Yes \_\_\_\_\_ No \_\_\_\_\_

2. Your firm is intending to bid a job at \$1,000,000 or over (Projects estimated at less than \$1,000,000 do not require pre-qualification.) Yes \_\_\_\_\_ No \_\_\_\_\_

3. Your firm has general liability insurance with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate. If your firm is bidding on a project over \$5,000,000 it has a policy limit of at least \$3,000,000 per occurrence and \$6,000,000 aggregate. **Note: The insurance limits are fixed and are not negotiable. If your firm does not have insurance with the required minimum levels you will not be pre-qualified.** Yes \_\_\_\_\_ No \_\_\_\_\_

4. Your firm has a current workers' compensation insurance policy as required by the Labor Code or it is legally self-insured pursuant to Labor Code Section 3700 et seq. Yes \_\_\_\_\_ No \_\_\_\_\_

5. Your firm has attached a notarized statement from an admitted surety insurer approved by the California Department of Insurance and authorized to issue bonds in the State of California which states your aggregate and per project bonding capacity within 30 days preceding the submission of this Statement. Yes \_\_\_\_\_ No \_\_\_\_\_

6. Your firm has an audited or reviewed financial statement with accompanying notes and supplemental information, (as appropriate), that is less than 18 months old. Yes \_\_\_\_\_ No \_\_\_\_\_

7. Your firm has completed at least three (3) public works projects, specifically for school districts, including community college districts or public university construction projects in the State of California valued at a minimum of \$1,000,000 each within the last five (5) years. (Public Works is defined as facilities built for government agencies including school districts, special districts, local, county, state and federal agencies and requiring prevailing wage rates paid to workers.) Yes \_\_\_\_\_ No \_\_\_\_\_

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

8. Your firm is eligible to bid on a school district construction contract as per Sections 1777.1 and 1777.7 of the Labor Code. Yes\_\_\_\_\_ No\_\_\_\_\_
9. Your firm is registered with the Department of Industrial Relations. Yes\_\_\_\_\_ No\_\_\_\_\_

*If you can answer “Yes” to all of the above statements, please proceed.*

### DISQUALIFYING QUESTIONS

*A “Yes” response to any of the following questions will result in automatic disqualification.*

10. Is your firm currently the debtor in a bankruptcy case?  
 Yes       No
11. Have *any* of your contractor’s licenses been revoked at any time in the last five (5) years?  
 Yes       No
12. In the last five (5) years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, defaulted, found non -responsible, terminated for cause, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? This includes any agreement in which your firm voluntarily agrees not to bid. **Note:** “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Section 3, question 1c or 1d in this questionnaire.  
 Yes       No
13. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?  
 Yes       No
14. At any time during the last five (5) years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a payment bond issued on your firm’s behalf in connection with a construction project, either public or private?  
 Yes       No
15. At any time during the last five (5) years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance bond issued on your firm’s behalf in connection with a construction project, either public or private?  
 Yes       No
16. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?  
 Yes       No
17. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction, either public or private?  
 Yes       No
18. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime

## SAN DIEGUITO UNION HIGH SCHOOL DISTRICT PRE-QUALIFICATION QUESTIONNAIRE

of fraud, theft, or any other act of dishonesty?

Yes       No

19. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the last five (5) years? **Note:** If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes       No

20. At any time in the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes       No

21. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code sections 1777.1 or 1777.7?

Yes       No

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury, under the laws of the State of California, the foregoing is true and correct, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature, Authorized Representative

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

Name: \_\_\_\_\_  
(Print or Type Name of Authorized Representative)

Title: \_\_\_\_\_  
(Print of Type Title of Authorized Representative)

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 23, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED AND  
SUBMITTED BY:** Eric R. Dill  
Superintendent

**SUBJECT:** CALIFORNIA SCHOOL BOARDS  
ASSOCIATION, DELEGATE ASSEMBLY  
ELECTIONS, 2017

.....

### EXECUTIVE SUMMARY

The ballot material for the election of representatives to the California School Boards Association (CSBA) Delegate Assembly from this region will be mailed to districts by Wednesday, February 1st. The deadline for submitting ballots is March 15, 2017.

At the March 9, 2017 board meeting, the Delegate Assembly ballot election material will be presented for board action.

Included in the attached supplements are the deadlines and FAQs for your information.

### RECOMMENDATION:

This item is being presented as information and will be submitted for board action on March 9, 2017.

### FUNDING SOURCE:

Not applicable





## **IMPORTANT DELEGATE NOMINATION AND ELECTION DEADLINES**

### **Important 2017 Dates:**

- Saturday, January 7: U.S.P.S. postmarked, fax, or email deadline for ***required*** Nomination and Candidate Biographical Sketch Forms
- By Wednesday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Wednesday, March 15: Deadline for the ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)
- By Friday, March 31: Ballots to be tallied
- By Monday, April 3: Election results, except for run-offs, posted on CSBA's Web site
- Friday, April 28: Deadline for run-off ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)

### **Delegate Assembly Meeting Dates in 2017**

- Saturday, May 20 – Sunday, May 21, Sacramento
- Wednesday, November 29 – Thursday, November 30, San Diego



## Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

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

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

**What is the term of office to serve on Delegate Assembly?** The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

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

**What does a nomination consist of?** A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

**When are the nomination and biographical sketch forms due?** The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email [nominations@csba.org](mailto:nominations@csba.org), or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

**How are nominees elected to serve on Delegate Assembly?** Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

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

**What are the required Delegate Assembly meeting dates?** There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

**Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?** No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 20, 2017

**BOARD MEETING DATE:** February 2, 2017

**PREPARED BY:** Mark G. Miller, Associate Superintendent of Administrative Services

**SUBMITTED BY:** Eric R. Dill, Superintendent

**SUBJECT:** **PROPOSED NEW / REVISED BOARD POLICIES / ADMINISTRATIVE SERVICES**

-----

### EXECUTIVE SUMMARY

As new and/or revised federal regulations and California Education Code become law and when legal cases affect board policies, the California School Boards Association (CSBA) provides school districts with samples of new or replacement policies to assist in maintaining updated policies.

The following Board Policies have been created or revised to align with the CSBA recommendations:

<b>Current Policy Number</b>	<b>New Policy Number</b>	<b>Title</b>	<b>Comments</b>
5131.62		Tobacco	Revised to align with CSBA recommendations
	5132.62/AR-1	Tobacco	New to align with CSBA recommendations

### RECOMMENDATION:

This item is being presented for first read on February 2, 2017, and will be resubmitted for board action on March 9, 2017.

### FUNDING SOURCE:

Not applicable

## STUDENTS

5131.62

### TOBACCO

The Governing Board recognizes the serious health risks presented by tobacco use and desires to ensure that, through adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them. The Superintendent or designee shall establish a coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use.

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

### PROHIBITION AGAINST TOBACCO USE

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. ~~Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.~~ (Education Code 48900, 48901)

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

~~Students' possession or use of electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products is also prohibited.~~

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

### PREVENTION INSTRUCTION

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12 pursuant to Education Code 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any

## STUDENTS

5131.62

requirements of state and/or federal grant programs in which the district participates.

### INTERVENTION/CESSATION SERVICES

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

### PROGRAM PLANNING

The district's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in district schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

The Superintendent or designee also shall coordinate the district's tobacco-use prevention and intervention program with other district efforts to reduce students' use of illegal substances and to promote student wellness.

The Superintendent or designee shall select tobacco-use prevention programs based on the model program designs identified by the California Department of Education (CDE) and may adapt the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which is known to have received funding from the tobacco industry.

### PROGRAM EVALUATION

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

### LEGAL REFERENCE:

#### EDUCATION CODE

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

San Dieguito Union High School District

## STUDENTS

5131.62

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

### **BUSINESS AND PROFESSIONS CODE**

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

### **HEALTH AND SAFETY CODE**

104350-104495 Tobacco-use prevention education

104559 Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

### **PENAL CODE**

308 Minimum age for tobacco possession

### **CODE OF REGULATIONS, TITLE 17**

6800 Definition, health assessment

6844-6847 Child Health and Disability Prevention program; health assessments

### **UNITED STATES CODE, TITLE 20**

7111-~~7117-7122~~ ~~Safe and Drug-Free Schools and Communities Act~~ Student Support and Academic Enrichment Grants

### **CODE OF FEDERAL REGULATIONS, TITLE 21**

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

### **ATTORNEY GENERAL OPINIONS**

88 Ops.Cal.Atty.Gen. 8 (2005)

### **Management Resources:**

### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

TUPE Acceptance of Funds Guidance

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

### **WEST ED PUBLICATIONS**

Guidebook for the California Healthy Kids Survey

### **WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education, Tobacco-Use Prevention Education:

## STUDENTS

---

<http://www.cde.ca.gov/ls/he/at/tupe.asp>

California Department of Public Health, Tobacco Control: <http://www.cdph.ca.gov/programs/tobacco>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Healthy Kids Survey: <http://www.wested.org/hks>

Centers for Disease Control and Prevention, Smoking and Tobacco Use: <http://www.cdc.gov/tobacco>

U.S. Surgeon General: <http://www.surgeongeneral.gov>



## STUDENTS

5131.62 / AR-1

---

### TOBACCO

#### **Tobacco-Use Prevention Education Program**

The district's tobacco-use prevention program shall provide students in grades 6-12 instruction which addresses the following topics:

1. Immediate and long-term undesirable physiologic, cosmetic, and social consequences of tobacco use
2. Reasons that adolescents say they smoke or use tobacco
3. Peer norms and social influences that promote tobacco use
4. Refusal skills for resisting social influences that promote tobacco use

As appropriate, the district shall provide or refer students in grades 7-12 to tobacco-use intervention and cessation activities.

These services shall be directed toward current users and shall be voluntary for students who desire assistance in ceasing the use of tobacco.

In addition to targeting students who currently use tobacco, the district's program shall target students most at risk for beginning to use tobacco as identified through a local needs assessment.

The district shall provide or refer every pregnant and parenting minor enrolled in the district to tobacco-use prevention services. Such services may be integrated with existing programs for pregnant and parenting minors and shall include:

1. Referral to perinatal and related support services
2. Outreach services and assessment of smoking status
3. Individualized counseling and advocacy services
4. Motivational messages
5. Cessation services, if appropriate
6. Incentives to maintain a healthy lifestyle
7. Follow-up assessment
8. Maintenance and relapse prevention services