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**DEHESA SCHOOL DISTRICT**  
**Regular Governing**  
**Board Meeting**

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**AGENDA**

**November 15, 2017**

**Welcome**

Welcome to the meeting of the Dehesa School District Governing Board. Your interest in our school district is appreciated.

**Our Governing Board**

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation for the school district. Among its duties, the Board adopts an annual budget, approves expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

**Cindy White -**

Mrs. White was first elected to the governing Board in November 2002, re-elected in 2006, 2010 and 2014. Her current term expires in 2018.

**Karl Becker -**

Mr. Becker was elected to the board in 2010 and reelected in 2014. His current term expires in 2018.

**Christina Becker**

Mrs. Becker was first elected to the Governing Board in the year 2014. Her current term expires in 2018.

**Mark Zacovic**

Dr. Zacovic was elected to the Governing Board in December 2016. His term expires in 2020.

# DEHESA SCHOOL DISTRICT

## LOCATION & TIME

CLOSED SESSION - 4:00 p.m.

Dehesa School – Conf Room D4

## LOCATION & TIME -

OPEN SESSION - 5:00 p.m.

Dehesa School - MPR

## REGULAR GOVERNING BOARD MEETING

**November 15, 2017**

### AGENDA

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate in this meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Deborah Cagney.

Board of Education agendas and minutes are, by law, public documents. Please note the Dehesa School District posts Board agendas and minutes on the school website; <https://dehesasd.sdcoc.net>.

#### **I. Call to Order**

- A. Public Comment on Closed Session Items.

#### **II. Closed Session**

- A. PUPIL PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider pupil personnel matters pursuant to Government Code Section 35146, 72122, and 48918
- B. PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957
  - 1. Appointment, Employment, Evaluation of Performance, Discipline, Leaves, or Dismissal of a Public Employee
- C. NEGOTIATIONS: The Governing Board will recess to Closed Session to consider negotiations and related matters pursuant to Government Code 54957.
  - 1. Employee Organizations: DTA, CSEA, and Unrepresented Employees
- D. POTENTIAL LITIGATION: The Governing Board will recess to Closed Session to consider possible litigation pursuant to Government Code 54956.9 (b.)(1).
- E. REAL PROPERTY: The Governing Board will recess to Closed Session to consider real property pursuant to Government Code 54956.8 (b.)(1). Case No. 37-2015-00030843-CU-WM-CTL

### **III. Public Meeting**

- A. Call to Order and Establishing a Quorum
- B. Closed Session Report of Any Action Taken
- C. Pledge of Allegiance
- D. Agenda Approval

### **IV. Requests to Address the Board**

#### **A. District/Community Organization Reports**

1. Parents' Club – Patience Stevens, President
2. Dehesa Teacher's Association – Christine Lavigne and Lacey Rana
3. California School Employees Association # 663 - Jackie Finch, President
4. Method Schools – Jessica Spallino
5. Valiant Charter / California Academy of Sport Science – Justin Schmitt
6. Element Education – Terri Novacek, Director
  - a. Dehesa Charter School
  - b. Community Montessori
7. Diego Hills Charter School – Kevin Ogden
8. The Heights Charter School – Diana Whyte
9. Inspire Charter & Learning Latitudes – Nick Nichols
10. Citizen Input

#### **B. Board Input**

### **V. Routine Action Items**

The following items are considered by the Superintendent to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business.

- A. Approval of Minutes** – It is recommended that the board of Trustees approve the minutes of the following meeting:
  1. Regular Board Meeting – October 12, 2017
- B. Approval of Purchase Orders and Commercial Warrants**– It is recommended that the Board of Trustees approve the commercial warrants and purchase orders as presented.
- C. Conferences and Workshops**
  1. CASBO Annual Conference
  2. Small School District Association Annual Conference.
- D. Resolution # 2017-11-1. Board Compensation for Missed Meetings.**

### **VI. Information & Proposals (Action may be taken)**

#### **A. Correspondence:**

1. 2017-2018 Williams Settlement Findings
2. Nominations for CSBA Delegate Assembly

#### **B. Report, Information, and Presentations**

1. Budget Report
2. State School Building Report
3. Principal's Report
4. Enrollment
5. Proposed Board Meeting Dates for 2018

**C. Discussion**

**VII. Action Items**

**A. Public Hearings – None**

**B. Old Business**

1. LCAP update.
2. Maintenance over Thanksgiving Break

**C. New Business**

1. The Board will consider the approval of the Contract with Target River.
2. The Board will consider the approval of the MOU between San Diego County Superintendent of Schools and LEA's with candidates for Administrative Services Credentials.
3. The Board will consider approval of the Indian Policies and Procedures.

**D. Negotiations**

1. The Board will consider ratification of the DTA Contract.
2. The Board will consider ratification of the Tentative Agreement with CSEA for Article 11, Pay and Allowances.
3. The Board will consider ratification of the Tentative Agreement with CSEA for Layoff and Reemployment Rights.
4. The Board will consider ratification of the MOU between CSEA and the District for AB119.
5. The Board will consider ratification of the Tentative Agreement with CSEA regarding Article 16 Leave of Absence.
6. The Board will consider ratification of the Salary Schedules Effective 9/1/2017.

**E. Board Policies**

1. Policy Updates: BP 0400, BP 0460, AR 0460, BP 0500, BP 1113, AR 1113.

**F. Personnel –**

**Certificated:** None

**Classified:** None

**Management:**

1. The Board will consider ratification of the employment contracts for the Superintendent and Business Manager.

**VIII. Advance Planning**

**A. Next Meeting**



1. Regular Board Meeting – December 6, 2017. Closed Session at 4:00 pm. Open Session at 5:00 pm.

**B. Agenda Items** – Trustees may request placing items on the next agenda.

## **IX. Adjournment**

**DEHESA SCHOOL DISTRICT  
REGULAR GOVERNING BOARD MEETING  
MEETING MINUTES**

October 12, 2017

**I. Call to order**

Cindy White called the meeting to order at 4:00 pm and the Board convened into Closed session.

**II. Closed Session**

**III. Public Meeting**

The Board reconvened at 5:07 pm and President White called the meeting to order and reported no action was taken in closed session. A quorum was established with members being present: Cindy White, Christina Becker, Karl Becker and Mark Zacovic. Noah Fenton, President of the Student Council led the Pledge of Allegiance. Mark Zacovic made a motion to approve the agenda, seconded by Christina Becker. Board approved the agenda as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** Vincent Blanco, Jr

**Abstain:** None

**IV. Requests to Address the Board**

**A. District/Community Organization Reports**

**1. Parents' Club:** Heather Griffiths spoke on behalf of the Parent's Club. They had their Parents' Club Meeting on October 3<sup>rd</sup>. The meeting centered around the Halloween Spooktacular event. The Halloween Spooktacular will take place on October 21<sup>st</sup> from 4:30 pm- 8:30 pm. There will be a dance, cake walk, photo booth, trick or treat booths, spooky hallway, and much more. Tickets are being sold before school and will also be sold at the event. Each class is doing a basket to raffle off.

**2. Dehesa Teacher's Association:** Christine Lavigne, VP of the Dehesa Teacher's Association was in attendance and spoke about how they are finishing up on the final edits of the contract and those will be ready by the next Board meeting. She also thanked the Board for all of their support for the teachers. Elizabeth O'Neill was in attendance with 4

of her kindergarten students. Elizabeth talked about how they have been learning about police and firefighters and how they keep us safe. The kindergarteners performed 2 songs for the Board. The Board thanked them for being in attendance and were thrilled to be able to see them perform. Student Council also was present to introduce themselves and to present their proposal for dress up days. The Board moved up item VII. C.2 so that the students and their parents could leave if they wanted to. (See item VII.C.2 below).

**3. CSEA:** None

**4. Method Schools:** Nancy Hauer spoke on behalf of Method Schools. Enrollment is at 138. They hosted a booth at the Maker Space event in San Diego to promote STEM components of their program. Great response to their hydroponics project and overall program. WASC accreditation visit is scheduled for 11/5-11/8. The teachers have recently implemented enhanced SBAC test prep sessions for all students. Hiking, drama, and rock climbing clubs are either underway or planned. Promotion of 2018 summer school has begun. They have begun creation of our own curriculum for this year's summer school.

**5. Valiant Charter:** None

**6. Element Education-**

**a. Dehesa Charter School:** Nancy Hauer spoke on behalf of Dehesa Charter School. Enrollment is at 927. Petitions have been submitted to the county office for countywide benefit. They have not heard back yet on a public hearing date. They now have robotics teams in every region of the school. Their AVID program is off to a good start with a dozen trained teachers and students in multiple regions signing up for the classes. The staff is working diligently on the WASC self-study. The visiting committee will be there next February.

**b. Community Montessori:** Nancy Hauer spoke on behalf of Community Montessori. Enrollment is at 675. Petitions have been submitted to the county office for county-wide benefit. They have not heard back yet on a public hearing date. The Oak Hill Farm is getting a lot of support from the community; chickens are being added soon. They are in the process of building an outdoor classroom on the property. The Carlsbad region opened two new classrooms this year and is full. They have strengthened their learning assistant training program and staff seems appreciative of the extra training and support.

**7. Diego Hills Central Charter School:** Nancy Hauer spoke on behalf of Diego Hills Central Charter School. Enrollment at the San Diego location is 527. Enrollment at the Chicago location is 95. Diego Hills is now Diego Hills Central. Their learning centers are in San Diego and Riverside. The Riverside site is referred to as "Chicago" because that is the street address. Sadly, Lemon Grove (Joy Taylor's site) was moved to another Learn 4 Life school and is no longer under Diego Hills Central. The boxing class has begun and the kids love it! Their cross country team is off and running again, competing against other local Learn 4 Life teams. They won first place. Flag football is back with 25 team

members. They compete in the Julian league for this sporting event. They would like to invite the Board to join them on Halloween for their annual Trunk or Treat, Art Walk, and Talent Show. Both staff and students will be performing. Construction is continuing to move forward on 54<sup>th</sup> street. They will go from an 11,000 square feet building to around 20,000 square feet.

**8. The Heights Charter School:** Nancy Hauer spoke on behalf of The Heights Charter School. Their current enrollment is 243, up one student from last month. Last Friday, their students and parents attended a field trip to Reuben H. Fleet Science Center. They saw a movie about natural disasters and besides their regular activities, the science center had a variety of activity stations set up in the main entrance area so that the students could rotate through the different science experiments.

**9. Inspire Charter:** Nancy Hauer spoke on behalf of Inspire Charter School. They currently have 5200 students between Inspire and Learning Latitudes.

**10. Citizen Input:** Karen Fleck from the East County School Federal Credit Union was in attendance. Just wanted to let the Board know that the East County School Federal Credit Union is available to all school employees.

**B. Board Input:** None

**V. Routine Action Items:** Karl Becker made a motion to approve the routine action items. Seconded by Mark Zacovic. Discussion about the template exhibit of the resolution. Discussion about where to put this item in the Board packet. Decided it could stay in the Routine Action items but, has to be filled out first. Will vote next month on the resolution for Karl being absent from the September meeting due to being a responder to Hurricane Harvey. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

## **VI. Information & Proposals**

**A. Correspondence:**

**B. Report, Information, and Presentations:**

**1. Budget Report:** Anna spoke about how the general fund and fund 17 transfers have been completed and shown on the Budget Report. Building fund has had no change except for interest. A few Developer fees have come in. We have received \$20,000 in developer fees so far this year.

**2. State School Building Report:** Anna spoke about the work she's been doing on getting information on painting, fencing, etc. She has had one painter out to get a quote and also has another company coming out to give a quote. Two companies have come out to give bids on the fencing. One of the companies had some really good ideas and we will use those ideas as a basis to get bids from. One of the fencing companies would be able to do the electrical also needed for an automatic bus gate. Marquee sign is the one thing that Anna could only find one company and that is Stewart Signs. We need to decide if we want lower pixels and larger letters or higher pixels and smaller letters. Christina said it would depend on how much information is going to be going on the Marquee as to the size of letters needed. Christina said that we can still use the same post that our Marquee is on now. That will save us having to go through the DSA to get approval. Other items that need to be done are replacing the carpet and blinds in the office, MPR, and library. Anna also spoke about how she had a meeting with Sheila White and that all the equipment in the kitchen is very old and needs to be replaced. Freezer needs replacing and we need a 3 compartment sink. In the process of getting quotes. Nancy Hauer mentioned how Anna has been very busy doing close out, raises, etc.

**3. Principal Report:** Heather Griffiths reported that MAP testing and CELDT testing has been completed. We are working on PBIS. After the restorative training that was given we are changing how some things are done. We are switching consequence center to study hall. On Fridays we are going to move the morning assembly indoors. 7<sup>th</sup> and 8<sup>th</sup> grade students are doing character counts slide shows, they will be presenting them to the younger kids. Also, a lot of the younger children or new students do not know the songs that are done at the assemblies. Now they will be able to put the words of the songs on the screen and all kids can sing and learn the songs. Trying a new positive reward system for kids. Necklaces were ordered that have the key Character traits on them. If a teacher sees the student doing something good they can give the student a necklace and after the student has been able to show their parents the necklace they can bring it back and turn it in for a bracelet that they then will be able to keep. Hoping this will get more children wanting to do good and telling others how they got the reward so maybe others will also follow suit with good behavior. Also, on Fridays rather than James doing study hall, he will be having Fun Friday in the MPR room. Only those students that had positive behavior will be able to attend the Fun Friday. Heather has done folders for teachers to adequately track students and what they need to succeed. Teacher workroom is being worked on. Mrs. Lavigne has been doing a lot of work on organizing all the books and making a reading corner. Goal Binders are being done to reflect new Character Counts. If students track their own progress they tend to achieve more. They seem to want to push themselves harder. CAL Fire came out and did assemblies for all grades. They let all the kids spray the fire hose which was pretty great. They will be coming out again on November 3<sup>rd</sup> to teach about fire safety at home. RAD assembly is Racers against Drugs and they will be here on

October 25<sup>th</sup> during our Red Ribbon week. Teachers have completed the Achieve 3000 training. Star reading training was scheduled today. Author Scot Sussman will be coming out in February to do assemblies. He writes books for kids ages 5-17. Math Scores are low and we need to bring them up. Cindy White said that we have a great team. Mark Zacovic asked if financial literacy is being taught. Heather said no but she would like to be able to take the 5<sup>th</sup> graders to Biz town but, we need to figure out how to make that happen because you need a large group of kids to be able to go and we only have 23 5<sup>th</sup> graders. Discussion about maybe combining with other schools. Mark Zacovic said he will help to try and find a way for our 5<sup>th</sup> graders to go. Possible coding or science enrichments after school being looked into also.

**4. Enrollment:** Nancy talked about how enrollment is at 146.

**5. Williams Quarterly Report:** Nancy reported that there were no complaints.

**C. Discussion:** None

## VII. Action Items

**A. Public Hearings:** None

**B. Old Business-** None

**C. New Business**

**1. Approval of the Resolution for Adopting the “Gann” Limit:** Mark Zacovic made a motion to approve the Resolution for Adopting the “Gann” Limit. Seconded by Christina Becker. Anna mentions that it should have been adopted with the unaudited actuals in September. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

**2. Approval of the Student Council’s proposed special days:** Christina Becker made a motion to approve the Student Council’s proposed special days. Seconded by Mark Zacovic. Noah, Yanni, and Charles introduced themselves and presented the proposed special days to the Board. They stated how the special dress up days are a way that the students of Dehesa can express their feelings and creativity, a way for students who do not participate in holiday events can participate in these dress up days, and that it is joyful and fun for the students. Christina Becker asked if there was a way to cut down on the amount of dress up days. The Board loves the idea of dress up days and just wants to make sure it

is clear as to what comfy day means. No pajamas but, sweatpants are okay. Student Council members discussed among themselves what days would be good to drop from the list. Dress to Impress day and Neon day will be dropped from the proposed special days. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

**3. Approval of the Sixth Grade Camp Contract with Catalina Island Marine Institute**

Karl Becker made a motion to approve the Sixth Grade Camp Contract with Catalina Island Marine Institute. Seconded by Mark Zacovic. Discussion about the sleepover the night before. There is not going to be a sleepover. Last year everyone just met at the school early in the morning and it worked out wonderful. Christina mentioned that we need to start a new cycle and have something for grades 6, 7, and 8th. Maybe go to one of the local places such as Camp Cuyamaca for one grade, CIMI 2 or 3 day program for another grade, and then still CIMI full week program for 8<sup>th</sup> grade. Question about the adults going. Nancy said that there is a chaperone for each gender and then Mr. Pinillos is there also. Mark Zacovic mentioned that he knows the people that run the Catalina trips. Cindy White said that some things have changed over the years with the trip but, that everyone loves it. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

**4. Approval of a School Bus Purchase:** Karl Becker made a motion for Approval of a

School Bus Purchase. Seconded by Mark Zacovic. Nancy Hauer mentioned that they had gotten 2 quotes and that Creative Bus Sales was the least expensive. The purchase price of the bus would be \$135,630.04. Anna Buxbaum talked about the lease option. If we chose to lease it would be for a term of 5 years at 2.15% interest. The interest amount would end up totaling \$6,018.63. We need to know if we are going to do the lease or just pay all at once. Anna clarified that it would take 3-4 months to get the bus after ordering. Question about what is being done about the old bus. Anna said she thinks Jackie is planning on keeping it. All Board members agreed that the bus should be traded or sold. No reason to have a bus that is not up to code. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

**5. Agreement for Cell Phone Stipends:** Karl Becker made a motion for the Agreement for Cell Phone Stipends. Seconded by Mark Zacovic. Mark would like to get a list of the phone numbers. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

**6. Approval of the Agreement for Professional Services with Atkinson, Andelson, Loya, Ruud and Romo:** Karl Becker made a motion to approve the Agreement for Professional Services with Atkinson, Andelson, Loya, Ruud and Romo. Seconded by Mark Zacovic. Nancy Hauer talked about how this is the attorney for personnel issues and negotiations. Their rates are very reasonable. Vote as follows:

**Ayes:** Cindy White, Christina Becker, Karl Becker, and Mark Zacovic.

**Nays:** None

**Absent:** None

**Abstain:** None

#### **D. Negotiations**

**1. The Board will consider approval of CSEA's New Contract Language:** Tabled until next meeting.

#### **VIII. Advance Planning**

**A. Next Meeting** - Scheduled for November 15, 2017. Closed Session at 4:00 pm. Open Session at 5:00 pm.

**B. Agenda Items-** None

**C. Future Meeting** – Regular Board Meeting- December 6th. Closed Session at 4:00 pm. Open Session at 5:00 pm.

**IX. Adjournment:** Cindy White adjourned the meeting at 6:50 pm.



Respectfully submitted by:

Approved by:

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Deborah Cagney  
Administrative Secretary

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Christina Becker  
Clerk of the Board

**DEHESA SCHOOL DISTRICT  
PURCHASE ORDERS OCTOBER 2017**

DATE	PO NUMBER	VENDOR	DESCRIPTION	AMOUNT	BUDGET CATEGORY
10/02/17	7419	Pacific Refrigeration	Freezer Repair	\$368.81	Cafeteria
10/02/17	7420	A-1 Vacuum	Vacuum Repair	\$277.21	General Fund - Maintenance
10/02/17	7421	Amazon	Leis for Red Ribbon Week	\$38.76	General Fund
10/02/17	7422	Dehart	Backflow Testing	\$150.00	General Fund - Maintenance
10/04/17	7423	SDCOE	Floating Lab	\$670.00	General - Instruction
10/04/17	7424	Amazon	HP Screens for Student computers	\$85.10	General - Instruction
10/04/17	7425	Amazon	Fitness Posters	\$27.90	General - Instruction
10/04/17	7426	Amazon	Exercise Poster	\$74.99	General - Instruction
10/04/17	7427	Amazon	Laminating Film	\$86.05	General - Instruction
10/05/17	7428	George's Lawn	Repairs		General Fund - Maintenance
10/05/17	7429	CASBO	2017-18 Membership - A.Buxbaum	\$500.00	General Fund - Prof. Development
10/05/17	7430	SDCOE	CPI Training	\$120.00	General Fund - Prof. Development
10/06/17	7431	School Specialty	Construction Paper	\$155.41	General - Instruction
10/10/17	7432	Midas	Computer Program	\$5,000.00	Educator Effectiveness Grant
10/10/17	7433	Dion International	Bus Repair	\$7,028.81	General Fund - Transportation
10/11/17	7434	Amazon	Lanyards	\$19.28	General Fund - Administration
10/11/17	7435	CSBA	Training Deborah Cagney	\$309.00	General Fund - Administration
10/13/17	7436	School Nurse Supply	Nurse Supplies	\$95.21	General Fund - Administration
10/16/17	7437	Creative Bus Sales	New Bus	\$135,630.04	Special Reserve Fund 1742
10/17/17	7438	Amazon	Keyboard/Wrist rest	\$12.99	General Fund - Administration
10/17/17	7439	HMH	Special Ed. Testing	\$1,143.04	Special Education
10/18/17	7440	SDCOE	Active Shooter Training	\$55.00	General Fund - Prof. Development
10/18/17	7441	CTC	Kristy Eaton/ Short Term Permit	\$100.00	Special Education
10/19/17	7442	NEU	NEU Connect 17-18	\$129.00	General - Instruction
10/23/17	7443	Follett	7th Grade Books	\$874.25	General - Instruction
10/23/17	7444	Jr. Library Guild	Library Books	\$150.85	General - Instruction
10/24/17	7445	Amazon	Computer Screen Replacement	\$38.97	General - Instruction
10/24/17	7446	Waxie	Maintenance Supplies	\$73.40	General Fund - Maintenance
10/25/17	7447	Southwest School Supply	Office Supplies (Paper)	\$420.75	General Fund - Administration
10/25/17	7448	Amazon	Laminating film	\$31.50	General - Instruction
10/27/17	7449	Southwest School Supply	Chart Paper, Keyboard tray, Tape	\$133.13	General Fund - Administration
10/31/17	7450	Pacific Refrigeration	Cold Plate Unit, New and Installed	\$4,859.02	Cafeteria
10/05/17	7451	Pacific Refrigeration	Service call for old Cold Plate/Quote	\$201.13	Cafeteria
<b>TOTAL</b>				<b>\$158,859.60</b>	



**DEHESA SCHOOL DISTRICT  
COMMERCIAL WARRANT LISTING  
OCTOBER 2017**

Date	Warrant ID	Vendor Name	Fund	Invoice	Object Description	Warrant Amount
10/2/2017	14314081	Alexis Chisholm	General Fund	Classroom Supplies Sept 2017	Materials And Supplies	70.72
10/2/2017	14314082	Mynor Pimillos	General Fund	Classroom Supplies Sept 2017	Materials And Supplies	30.97
10/2/2017	14314083	A-DISCOUNT VACUUM	General Fund	41253 Vacuum Parts	Materials And Supplies	85.66
10/2/2017	14314084	Anna Buxbaum	General Fund	Mileage Aug 2017, July 2017	Travel And Conferences	174.96
10/2/2017	14314085	Elizabeth O'Neill	General Fund	Classroom Supplies_Sept 2017	Materials And Supplies	147.91
10/2/2017	14314086	WASTE MANAGEMENT	General Fund	July 2017, Aug 2017	Operations & Housekeeping	485.60
10/3/2017	14314650	Breakout EDU	General Fund	1167g Breakout EDU Kit	Travel And Conferences	125.00
10/4/2017	14315006	HR Direct	General Fund	5175505	Prof/Consult Srv&Operate Exp	80.80
10/4/2017	14315007	G. WAYNE OETKEN & ASSOCIATES	Capital Facilities Fund	June 2017_July 2017	Prof/Consult Srv&Operate Exp	1,300.00
10/5/2017	14315724	ASSOC. OF CALIF. SCHOOL ADMIN.	General Fund	2017-18 Membership N.Hauer	Dues & Memberships	1,009.80
10/5/2017	14315725	A-Z BUS SALES/EMISSIONS DEPT.	General Fund	01P644698	Materials And Supplies	53.74
10/5/2017	14315726	SAN DIEGO COUNTY	General Fund	Marine Sci Floating Lab	Prof/Consult Srv&Operate Exp	670.00
10/6/2017	14316203	SAN DIEGO GAS & ELECTRIC	General Fund	August 2017	Operations & Housekeeping	5,167.63
10/6/2017	14316204	SAN DIEGO GAS & ELECTRIC	General Fund	July 2017	Operations & Housekeeping	2,727.86
10/6/2017	14316205	SMALL SCHOOL DISTRICTS' ASSOC.	General Fund	Small School Dist Summit	Travel And Conferences	150.00
10/6/2017	14316206	XEROX EDUCATION PUBLICATIONS	General Fund	07.20.17-08.21.17	Rent,Lease,Repair&Non-Cap Imp	1,422.37
10/6/2017	14316207	XEROX EDUCATION PUBLICATIONS	General Fund	08.22.17-09.21.17	Rent,Lease,Repair&Non-Cap Imp	830.35
10/6/2017	14316208	XEROX EDUCATION PUBLICATIONS	General Fund	07.07.17-07.20.17	Rent,Lease,Repair&Non-Cap Imp	738.19
10/9/2017	14316892	Edupoint Educational Systems	General Fund	11355_B.Kelley 2017 Users Conf	Travel And Conferences	475.00
10/9/2017	14316893	SAN JOAQUIN COUNTY OF ED.	General Fund	ARD18-00835 SEIS/SIS 17-18	Prof/Consult Srv&Operate Exp	148.50
10/11/2017	14318212	PETTY CASH-Deborah Cagney	General Fund	July 2017-Oct 2017 Petty Cash	Materials And Supplies	225.61
10/16/2017	14320052	ACCO Brands USA LLC	General Fund	2657036	Materials And Supplies	116.49
10/16/2017	14320053	STS-School TechSupply	General Fund	32158	Materials And Supplies	90.41
10/16/2017	14320054	A1 LIVESCAN	General Fund	073117_Gribbon_Korshin-Hernand	Prof/Consult Srv&Operate Exp	38.00
10/16/2017	14320055	AARDVARK ANT & PEST CONTROL	General Fund	Qrtly Service Aug 2017	Prof/Consult Srv&Operate Exp	586.00
10/16/2017	14320056	AUDIOMETRICS	General Fund	1027819_17-18 Calibration	Prof/Consult Srv&Operate Exp	145.00
10/16/2017	14320057	ANITA FIRE HOSE CO. ETC.	General Fund	33420_Bus Exting. Service	Prof/Consult Srv&Operate Exp	26.00
10/16/2017	14320058	So-Cal Dominoids Inc	Cafeteria Fund	200591	Food	116.25
10/16/2017	14320059	HOLLANDIA DAIRY, INC.	Cafeteria Fund	2091868,2081076,Cr40279	Food	605.30
10/16/2017	14320060	James Finch	General Fund	Reimb - Weed Clearing Supplies	Materials And Supplies	34.38
10/16/2017	14320061	The Learning Internet Inc.	General Fund	39064_Intro to Coding	Materials And Supplies	820.00
10/16/2017	14320062	LYNN'S LOCKSMITH SERVICE	General Fund	302493_PO 7359	Materials And Supplies	25.87
10/17/2017	14320519	CASBO	General Fund	Buxbaum 2017-18 Renewal	Travel And Conferences	375.00



**DEHESA SCHOOL DISTRICT  
COMMERCIAL WARRANT LISTING  
OCTOBER 2017**

Date	Warrant ID	Vendor Name	Fund	Invoice	Object Description	Warrant Amount
10/17/2017	14320520	VISTA HILL	General Fund	July, Aug 2017	Prof/Consult Srv&Operate Exp	2,834.00
10/19/2017	14321540	Disneyland Hotel	General Fund	Kelley, Brandy_Edupoint Conf17	Travel And Conferences	214.11
10/19/2017	14321541	Commission on Teacher Credentialing	General Fund	Eaton, K_ Short Term Permit	Dues & Memberships	100.00
10/20/2017	14322501	DEHART BACKFLOW	General Fund	1802_Backflow Testing	Prof/Consult Srv&Operate Exp	150.00
10/20/2017	14322502	DION INTERNATIONAL TRUCKS INC.	General Fund	01SDW7878_Bus Repair	Rent),Lease,Repair&Non-Cap Imp	7,028.81
10/20/2017	14322503	So-Cal Dominoids Inc	Cafeteria Fund	200590, 200592,200603,200594,20059	Food	558.00
10/20/2017	14322504	HOLLANDIA DAIRY, INC.	Cafeteria Fund	2116274,2122937,2096895, 213032,21	Food	982.27
10/20/2017	14322505	JOSTENS	General Fund	89085_Planners 2nd Gr	Materials And Supplies	90.91
10/20/2017	14322506	P&R PAPER SUPPLY CO.	Cafeteria Fund	20128630_Supplies	Materials And Supplies	198.17
10/20/2017	14322507	PACIFIC REFRIGERATION INC.	Cafeteria Fund	8241610_Freezer Repair	Rent),Lease,Repair&Non-Cap Imp	368.81
10/20/2017	14322508	SAN DIEGO CTY SPEECH PATHOLOGY	General Fund	Sept 2017	Prof/Consult Srv&Operate Exp	3,462.50
10/20/2017	14322509	TIME FOR KIDS	General Fund	Subscription: K, 5th Gr	Materials And Supplies	207.90
10/25/2017	14324440	Data Management Inc	General Fund	2017-18 EVisitor Software RnwI	Prof/Consult Srv&Operate Exp	404.00
10/25/2017	14324441	SYNCHRONY BANK/AMAZON	General Fund	October 2017	Materials And Supplies	332.08
10/25/2017	14324442	Farida Blakey	General Fund	Classroom Supplies Oc t2017	Materials And Supplies	173.45
10/25/2017	14324443	ATKINSON, ANDELSON, LOYA, RUDD	General Fund	February 2017	Legal Expense	59.06
10/25/2017	14324444	AT & T	Child Care Fund	08.20.17-09.19-17	Telephone	46.12
10/25/2017	14324445	CALIFORNIA SCHOOL BOARDS	General Fund	Exec Assist Training	Travel And Conferences	309.00
10/25/2017	14324446	OTAY WATER DISTRICT	General Fund	Sept 2017	Operations & Housekeeping	369.74
10/25/2017	14324447	WASTE MANAGEMENT	General Fund	Sept 2017	Operations & Housekeeping	272.47
10/25/2017	14324448	WAXIE SANITARY SUPPLY	General Fund	76911371	Materials And Supplies	1,424.22
10/26/2017	14325101	MRC SMART TECHNOLOGY SERVICES	General Fund	07.17.17-10.16.17	Materials And Supplies	511.07
10/27/2017	14325708	ATKINSON, ANDELSON, LOYA, RUDD	General Fund	June 2017	Legal Expense	1,621.52
10/27/2017	14325709	Midas Education LLC	General Fund	2017-18	Prof/Consult Srv&Operate Exp	5,000.00
10/27/2017	14325710	RENAISSANCE LEARNING, INC.	General Fund	2017-18 Renewal Star Reading	Textbooks	3,423.00
10/27/2017	14325711	SAN DIEGO CTY SPEECH PATHOLOGY	General Fund	August 2017	Prof/Consult Srv&Operate Exp	1,175.00
10/31/2017	14326760	Department of Justice	General Fund	259523	Prof/Consult Srv&Operate Exp	49.00
10/31/2017	14326761	A1 LIVESCAN	General Fund	83117_Griffiths_Parks,93017_Whipple	Prof/Consult Srv&Operate Exp	57.00
10/31/2017	14326762	A-DISCOUNT VACUUM	General Fund	41305_Extractor Motor	Materials And Supplies	277.21
10/31/2017	14326763	HOLLANDIA DAIRY, INC.	Cafeteria Fund	2129955, 2136014	Food	492.38
10/31/2017	14326764	Junior Library Guild	General Fund	Order 7044745, 380043	Materials And Supplies	991.19
					TOTAL	52,282.36

Requestor's Responsibility: Obtain Travel Approval, Pre-Register Yourself, Make All Travel Arrangements

## DEHESA SCHOOL DISTRICT TRAVEL & CONFERENCE REQUEST FORM

DATE 10/31/2017

EMPLOYEE NAME	EE ID #	POSITION	SUBSTITUTE REQUIRED:		FULL DAY(S)	1/2 DAY(S)	SUB COST
			Yes	No			
Anna Buxbaum	452095	Business Manager		X			

### CONFERENCE / WORKSHOP / MEETING INFORMATION

VENDOR/ORGANIZATION NAME	CASBO - CA Association of School Business Officials			
TITLE	CASBO Annual Conference			
LOCATION	Sacramento, CA			
DESCRIPTION/BUSINESS PURPOSE	CASBO Annual Conference features keynote speakers on relevant school business and legislative topics. There are professional development sessions that dive into those topics in more depth. I will concentrate on attending sessions in the areas of Maintenance & Operations/Facilities, Personnel, Accounting, and Finance.			
DATES	TO	4/4/2017	FROM	4/7/2017
OVERNIGHT STAY REQUIRED?	YES	X	NO	

ESTIMATED EXPENSES	QTY	RATE	TOTAL	NOTES/COMMENTS
REGISTRATION FEE(S)	1	\$ 765.00	\$ 765.00	PLEASE ATTACH REGISTRATION INFORMATION
LODGING	3	\$ 113.40	\$ 340.20	Shared cost w/Cajon Valley USD. Half of \$189/night+tax
TRANSPORTATION: AIRFARE, BUS, TRAIN	1	\$ 118.00	\$ 118.00	Roundtrip Southwest Airlines
MILEAGE (RATE PER MILE \$.56 AS OF 1/1/16)		\$ 0.56	\$ -	
ENTER NUMBER OF MILES TO BE DRIVEN			\$ -	
RENTAL CAR, CAB/TAXI, SHUTTLE, PARKING, OTHER	2	\$ 10.00	\$ 20.00	Shared cosst w/Cajon Valley USD. Uber to/from Airport
MEALS				
BREAKFAST (\$7.00 PER DAY MAX)	3	\$ 7.00	\$ 21.00	
LUNCH (\$11.00 PER DAY MAX)	4	\$ 11.00	\$ 44.00	
DINNER (\$23.00 PER DAY MAX)	3	\$ 23.00	\$ 69.00	
<b>TOTAL</b>			<b>\$ 1,377.20</b>	

BUDGET	General Fund
BUDGET	

APPROVED BY (NAME):	
SUPERVISOR SIGNATURE	DATE

By signing below, I certify the requested travel is appropriate and necessary for conducting official District business, and agree to comply with Board Policy.

EMPLOYEE SIGNATURE DATE 11/2/17

SUPERINTENDENT SIGNATURE	DATE
--------------------------	------



# Conference Registration Information

Register for Annual Conference online at [casbo.org/AC2018](http://casbo.org/AC2018)

## For Organizational Subscription Employee Members and Associate Members

If registered on or before January 12, 2018: \$765 – 3 Day



If registered after January 12, 2018: \$865 – 3 Day

Single-day registration: \$465 – 1 Day

## For Career Builder Members

If registered on or before January 12, 2018: \$1,015 – 3 Day

If registered after January 12, 2018: \$1,115 – 3 Day

Single-day registration: \$565 – 1 Day

## For Non-Members

All registrations: \$1,115 – 3 Day

Single-day registration: \$565 – 1 Day

## For Retiree Members

If registered on or before March 16, 2018: \$200

## Registration Package Includes

- Attendance at all General Sessions
- More than 150 workshop sessions
- Thursday evening California School Business Expo Grand Opening Reception
- Thursday evening New Professionals Mixer
- Thursday night Dance & Social Event
- Friday evening Associate Member-hosted Hospitality Suites
- Friday night Gala Cabaret & Casino

## VIP Experience Pass – NEW THIS YEAR!

Get the VIP experience this year at conference! Maximize your time, enhance your networking and enjoy the convenience of amenities in our new VIP Lounge. With your VIP Experience Pass, you'll have exclusive access to:

- VIP Lounge, where you can conduct business, charge your portable devices, enjoy refreshments and relax between sessions
- Front-row seating at the General Sessions
- Dedicated line for expedited registration and badge pick-up
- VIP backpack with the best swag

## Ticketed Items

Professional Council Lunches: \$60 each

Golden 1 Center Tour and Lunch: \$60 each

Third General Session Luncheon: FREE with full early-bird registration

VIP Experience Pass: \$60 each

*If you do not register during the early-bird period, you must purchase a separate ticket for the Third General Session Luncheon.*

*Tickets for Professional Council Lunches, Golden 1 Center Tour and Lunch, Third General Session Luncheon, and the VIP Experience Pass may be purchased separately. We strongly recommend that you obtain your tickets in advance as on-site purchase of tickets for these events is limited and based on availability.*

## Important Dates

January 12, 2018: Deadline for early-bird registration

March 16, 2018: Deadline for all registration

**After March 16, 2018, only on-site registration is available and includes increased fees as follows:**

\$1,115 for regular/full conference members, non-members and retired members.

ATTENDEES MUST BE PAID MEMBERS PRIOR TO REGISTRATION TO ENJOY MEMBER DISCOUNTS. BEFORE YOU REGISTER, JOIN OR RENEW ON OUR WEBSITE AT [CASBO.ORG](http://CASBO.ORG) > JOIN

GET YOUR EARLY-BIRD SAVINGS!  
REGISTER BY JANUARY 12, 2018

# Hotel Reservation Information

**If you require hotel accommodations, contact these hotels directly.**

## **Hyatt Regency Sacramento**

**1209 L Street, Sacramento, CA 95814 (916) 443-1234**

Ask for the CASBO discount room rate of \$189\* per night (single or double bed).

You may also reserve your room online at: <http://bit.ly/Hyatt2018AC>

*\* Discount room rate deadline is March 13, 2018, or until the group block is sold out, whichever comes first.  
A non-refundable one night's room and tax deposit are required at the time of booking for each reservation.*

## **Sheraton Grand Sacramento Hotel**

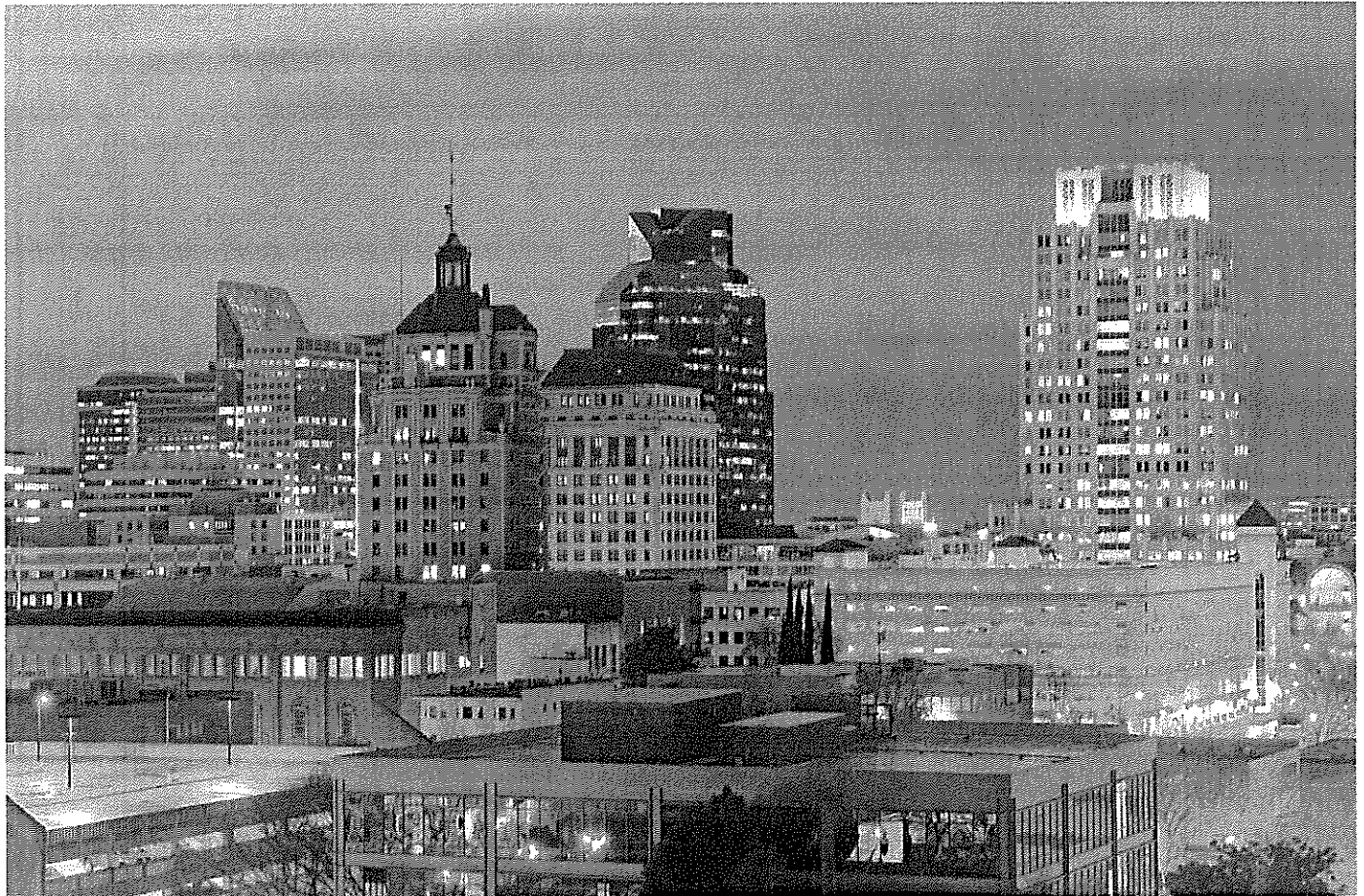
**1230 J Street, Sacramento, CA 95814 (916) 447-1700**

Ask for the CASBO discount room rate of \$189\* per night (double or king bed).

You may also reserve your room online at: <http://bit.ly/Sheraton2018AC>

*\* Discount room rate deadline is March 12, 2018, or until the group block is sold out, whichever comes first.  
A non-refundable one night's room and tax deposit are required at the time of booking for each reservation.*

IF YOU HAVE ANY  
QUESTIONS OR  
CONCERNS ABOUT  
ONLINE REGISTRATION  
PLEASE CALL  
US AT (916) 447-3783



Requestor's Responsibility: Obtain Travel Approval, Pre-Register Yourself, Make All Travel Arrangements

## DEHESA SCHOOL DISTRICT TRAVEL & CONFERENCE REQUEST FORM

DATE 11/2/2017

EMPLOYEE NAME	EE ID #	POSITION	SUBSTITUTE REQUIRED:		FULL DAY(S)	1/2 DAY(S)	SUB COST
			Yes	No			
Nancy Hauer		Superintendent		X	3		

### CONFERENCE / WORKSHOP / MEETING INFORMATION

VENDOR/ORGANIZATION NAME	Small School District Association			
TITLE	Annual Conference			
LOCATION	Sacramento			
DESCRIPTION/BUSINESS PURPOSE	Annual Conference for Small School District Superintendents			
DATES	TO	2/19/18	FROM	2/21/18
OVERNIGHT STAY REQUIRED?	YES	X	NO	

ESTIMATED EXPENSES	QTY	RATE	TOTAL	NOTES/COMMENTS
REGISTRATION FEE(S)	1	\$ 428.00	\$ 428.00	PLEASE ATTACH REGISTRATION INFORMATION
LODGING			\$ -	Sharing a room with Jamul Dulzura Superintendent (cost to be determined)
TRANSPORTATION: AIRFARE, BUS, TRAIN	1	\$ 174.00	\$ 174.00	Round trip Southwest Airlines
MILEAGE (RATE PER MILE \$.56 AS OF 1/1/16)		\$ 0.56	\$ -	
ENTER NUMBER OF MILES TO BE DRIVEN			\$ -	
RENTAL CAR, CAB/TAXI, SHUTTLE, PARKING, OTHER			\$ -	
MEALS				
BREAKFAST (\$7.00 PER DAY MAX)			\$ -	
LUNCH (\$11.00 PER DAY MAX)			\$ -	
DINNER (\$23.00 PER DAY MAX)			\$ -	
<b>TOTAL</b>			<b>\$ 602.00</b>	

BUDGET	
BUDGET	

APPROVED BY (NAME):	
SUPERVISOR SIGNATURE	DATE

By signing below, I certify the requested travel is appropriate and necessary for conducting official District business, and agree to comply with Board Policy.

EMPLOYEE SIGNATURE

Nancy Hauer

DATE 11-2-17

SUPERINTENDENT SIGNATURE

DATE



## SSDA 2018 Annual Conference Registration

"Call to Action ~ Be the Solution"

February 19-21, 2018

Hilton Sacramento -- Arden West  
2200 Harvard St.  
Sacramento, CA 95815

**\*\*Early Bird Registration Pricing Available Through December 31, 2017\*\***

### Select Your Registration Option Below

COE and Districts - Basic Membership

COE Elite and District Package Plan Rates

Non-Members

Full registration fees include: Your choice of 2 Pre-Conference Workshops, all General Sessions, and Meals. *Hotel accommodations are not included with registration. All payments will be made to SSDA (must be a member of SSDA to receive the reduced registration fees).*

### Can't come to the entire conference? Come for one day!

One-Day Member Rates

One-Day Non-Members

Convenience Fee [\$12.84]

**Amount                      \$440.84**

### Registration Information

Please print your name EXACTLY as you would like it to appear on your name badge

First Name \*

Last Name \*

Title \*

District/Company or School Site \*

Address \*

City \*

State

Zip Code \*

Email Address \*

Confirm Email \*

Phone Number \*  -  -

**Terms & Conditions**

**Cancellations MUST be received in writing:**

By November 30, 2016.....Full Refund

Between December 1, 2017 and January 15, 2018..... \$150.00 Cancellation Fee

Beginning January 15, 2018.....No Refund

**Notice of cancellation may be sent to:**

SSDA Annual Conference-Cancellations  
 925 L Street, Suite 1200  
 Sacramento, CA 95814  
**Fax: (916) 443-7468 Email: corrie@ssda.org**

**Subtotal \$440.84**

Next Step

# DEHESA SCHOOL DISTRICT

## RESOLUTION # 2017-11-1

### RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the Dehesa School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Karl Becker did not attend the Board meeting(s) on September 14, 2017 for the following reason(s): (check applicable reasons)

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the Dehesa School District approves full compensation of the Board member for the month of September.

PASSED AND ADOPTED THIS 15th day of November, 2017 at a regular meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Exhibit  
approved: 7/17

Dehesa school District  
El Cajon, California



# SAN DIEGO COUNTY OFFICE OF EDUCATION

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

October 10, 2017

Nancy Hauer, Superintendent  
Dehesa School District  
4612 Dehesa Road  
El Cajon, CA 92019

Dear Superintendent Hauer,

Subject: *Williams* Settlement Findings for 2017-2018 Site Visits

As County Superintendent of Schools, I have the responsibility to visit schools in our county and report to you the results of these visits. Please share this report at a public meeting as required by the *Williams* Settlement Legislation. California Education Code (EC) Section 1240 and Assembly Bill 607 specifically require visits to decile 1, 2, and 3 schools in each county, based on the 2012 Academic Performance Index (API), for the purpose of:

1. Ensuring that students have access to “sufficient” instructional materials in four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment, foreign languages, and health education as defined in EC Section 60119. The standard set forth in the law defines “sufficient” instructional materials as every pupil, including English learners, having a textbook in the core areas to use in class and to take home;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT), and determining if there are any conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff” as defined in EC Section 17592.72; and assessing “the safety, cleanliness, and adequacy of school facilities, including good repair” as required by EC Sections 17014, 17032.5, 17070.75, and 17089;
3. Determining if a school has current teacher vacancies. The standard for “vacant teacher position” means a position to which a single designated certificated employee has not been assigned at the beginning of the year (first 20 days) as defined in [EC 33126(b)(5) (A)(B), EC 35186 (h)(3) and CCR Title 5 section 4600(b)];
4. Ensuring that the school has the Uniform Complaint Procedures posted in every classroom, and the *Williams* Complaint forms are available, in English and other languages required by the California Department of Education;
5. Determining if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials, facilities maintenance, and teacher credentialing.

*Service and leadership that maximize the success of all students*

San Diego County Board of Education

Paulette Donnellon    Guadalupe González    Alicia Muñoz    Mark Powell    Rick Shea

# Williams Settlement Annual District Visit Summary 2017 - 2018

## Dehesa School District

Nancy Hauer, Superintendent

Cynthia White, School Board President

District Contact: Heather Griffiths

Phone No: 619-444-2161

Email:

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	All Positions Filled on Visit Date	UCP Posted in all Classrooms	Accurate 2016-17 SARC
Dehesa Elementary	Heather Griffiths	Sept. 5, 2017	Yes	95.10% Good	Yes	Yes	Yes



# San Diego County Office of Education

## Williams Settlement Annual School Visit Summary 2017 - 2018

**District:** Dehesa School District

**Name of School:** Dehesa Elementary

**Date of Visit:** Sept. 5, 2017

**Instructional Materials:**

*School inventories and 20-25% of classrooms were checked for sufficiency of instructional materials.*

Sufficient Textbook and Instructional Materials were found:  Yes  No

Insufficiencies Found: Provide list of Board approved instructional material and school wide inventory.

Corrective Action:

Lists provided on 9/15/17 during re-visit.

**Insufficiencies corrected: Yes**

**School Facilities:**

*The Facilities Inspection Tool (FIT) was used to determine the condition of the facility. Copies of the detailed report were left with the school site. The following 8 categories are ranked as good, fair, or poor based on the percentage of the 15 areas evaluated to be in good repair.*

Systems Inspected	Rating	Extreme Deficiencies:
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Fair	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Good	
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	
<b>Average Percentage of 15 Areas in 8 Categories:</b>	95.10%	
<b>Overall School Rating:</b>	Good	





California School Boards Association

**DEADLINE: Sunday, January 7, 2018**  
**BOARD ACTION REQUIRED**  
Please deliver to all governing board members.

October 27, 2017

**MEMORANDUM**

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

From: Susan Henry, President

Copy: All Executive Assistants

Re: Call for Nominations for CSBA Delegate Assembly – **Due Sunday, January 7, 2018**

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Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2018, the first meeting will be May 19-20 in Sacramento and the second one will be November 28-29 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Sunday, January 7, 2018**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than 11:59 p.m. on **Sunday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Thursday, February 1, 2018 and are due Thursday, March 15, 2018.
- Elected Delegates serve a two-year term beginning April 1, 2018 through March 31, 2020.

The nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Leanne Gosselin, [lgosselin@csba.org](mailto:lgosselin@csba.org) or (800) 266-3382, ext. 3302. Thank you.

*(See other side for important dates)*

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
and Supt. Nancy Hauer

**From:** Anna Buxbaum  
Business Manager

**Subject:** Monthly Budget Update

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

At the October 20, 2011 Board Meeting, Members were asked about their preferences for monthly budget updates. Consensus was that a statement of fund balances and clear, concise updates on key issues would be preferred during months falling in-between major reports.

**Report:**

Attached are 1) Fund balances (Cash in County Treasury), 2) Construction expenditure reports for the Bond and Developer Fee Funds

**Financial Impact:**

N/A-Form Informational Purposes Only

**Student Impact:**

NA – For Informational Purposes Only

**Recommendation:**

NA – For Informational Purposes Only

**Agenda Item #: VI.B.1**



# Dehesa School District

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## Fund Balances

(Cash in County Treasury as of November 8, 2017)

<b>FUND</b>	<b>DESCRIPTION</b>	<b>BALANCE</b>
01-00	GENERAL FUND	\$ 1,005,937.27
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND (FD 39)	\$ 130,091.92
12-06	CHILD DEVELOPMENT FUND	\$ 7,156.65
13-00	CAFETERIA SPECIAL REVENUE FUND	\$ 10,741.63
14-00	DEFERRED MAINTENANCE FUND	\$ 1,532.46
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$ 1,033,656.66
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$ 761,870.79
21-39	BUILDING FUND	\$ 241,115.15
25-19	CAPITAL FACILITIES/SB2068 FUND	\$ 19,107.51
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$ 7,566.22
	<b>GRAND TOTAL</b>	<b>\$ 3,218,776.26</b>

Please note that cash balances in the General Fund fluctuate on a regular basis. This is a normal feature of the fluid budget/accounting process.

## Fund 17 Transfers to Other Funds

Description	Designated Fund	Amount
Legal - Charters	01-00 General	55,000.00
Post Employment Benefits	20-00 Special Reserve: Post Employment Benefits	598,911.00
Medical Benefits	20-00 Special Reserve: Post Employment Benefits	94,133.00
Bus Purchase	01-00 General	136,000.00
Total Transfer		<b>884,044.00</b>

**Dehesa School District  
Building Fund 21-39**

10/31/2017

Date			Revenue Amount
7/1/2017	Beginning Balance		\$239,752.25
7/25/2017	Interest	2016-17 4th Qtr Interest	\$781.94
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	\$58.36
10/25/2017	Interest	2017-18 1st Qtr Interest	\$522.60
<b>TOTAL</b>			<b>\$ 241,115.15</b>
Payment Date	Service Provider	Services Performed	Expenditure Amount
<b>TOTAL CURRENT YEAR EXPENSES</b>			<b>\$ -</b>
<b>TOTAL FUNDS AVAILABLE AS OF 10/31/2017</b>			<b>\$ 241,115.15</b>

**Dehesa School District  
Capital Facilities Funds 25-19**

10/31/2017

Current Year Project Activity			Revenue Amount
7/1/2017	Beginning Fund Balance		12,224.35
7/25/2017	Interest	2016-17 4th Qtr Interest	42.92
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	3.20
8/23/2017	Developer Fees	Residential Developer Fees	3,005.72
8/28/2017	Developer Fees	Residential Developer Fees	1,005.71
9/1/2017	Developer Fees	Residential Developer Fees	4,096.19
10/25/2017	Interest	2017-18 1st Qtr Interest	29.42
<b>Total</b>			<b>\$ 20,407.51</b>
Payment Date	Service Provider	Services Performed	Expenditure Amount
10/3/2017	G Wayne Oetken & Assoc	Consulting Services: June-July 2017	1,300.00
<b>TOTAL CURRENT YEAR EXPENSES</b>			<b>\$ 1,300.00</b>
<b>TOTAL FUNDS AVAILABLE AS OF 10/31/2017</b>			<b>\$ 19,107.51</b>

**DEHESA SCHOOL DISTRICT  
DEVELOPER FEE REPORT  
Fiscal Year 2017-18**

DATE	ADDRESS	RES	COM	SQUARE FEET	AMOUNT
08/10/17	14606 Quail Haven Ln	X		1,844	\$ 3,005.72
08/28/17	2540 Vista Rodeo Dr	X		617	\$ 1,005.71
09/01/17	1914 Harbison Canyon Rd	X		2,513	\$ 4,096.19
<b>TOTAL</b>					<b>\$ 8,107.62</b>

Residential Rate \$ 1.63 Per Sq. Ft  
Commercial Rate \$ 0.26 Per Sq. Ft



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Dehesa School Enrollment  
as of November 15, 2017

- Meeting Date: November 15, 2017
- Action
  - First Reading
  - Information
  - Presentation
  - Public Hearing
  - Roll Call Vote Required
  - Discussion

**Enrollment**  
**November 15, 2017**

**By Grade Level**

Kindergarten.....	17
1st Grade .....	17
2nd Grade .....	15
3rd Grade .....	16
4th Grade .....	16
5th Grade .....	24
6th Grade .....	14
7th .....	17
8th .....	13
	<b>149</b>

**Enrollment**  
**November 3, 2016**

**By Grade Level**

Kindergarten .....	17
1st Grade .....	19
2nd Grade .....	14
3rd Grade.....	16
4th Grade .....	20
5th Grade .....	22
6th Grade .....	19
7th .....	11
8th .....	17
	<b>155</b>

**Inter District**  
**Transfers**

Students who live in our  
District but attend a  
different school  
**22**

Students who live in  
another district but attend  
our school  
**70**



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer  
Superintendent

**Subject:** Proposed dates for the  
2018 Board meetings.

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** As per Board Bylaw 9320 meetings are generally held on the 3<sup>rd</sup> Thursday of each month. Board Bylaw 9314 grants the right to suspend a policy for a specific purpose and limited time for by majority vote.

**Report:** These are the tentative proposed dates for the School Board meetings in 2018. Please review your calendars to assist in preventing prospective conflicts.

**Financial Impact:** None

**Student Impact:** None

**Recommendation:** It is recommended that the Governing Board approve the tentative dates, or recommend changes for the 2018 Board meetings that can be voted on at the December meeting.

**Agenda Item #:VI.B.5**

# **DEHESA SCHOOL DISTRICT BOARD OF TRUSTEES**

## **PROPOSED SCHEDULE OF REGULAR MEETINGS 2018**

January 18, 2018

February 15, 2018

March 8, 2018

April 19, 2018

May 17, 2018

June 26, 2018

July 19, 2018

August 16, 2018

September 13, 2018

October 18, 2018

November 15, 2018

December 13, 2018

As per Board Bylaw #9320, meetings are generally held on the 3rd Thursday of each month at 5:00 p.m., in the Dehesa School MPR

\*The March and September meetings are scheduled for the 2nd Thursday and the June meeting for the 4th Tuesday to accommodate budget reporting deadlines.

\*The Annual Reorganizational Meeting must be held prior to December 15.

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate a meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.



### **Maintenance over Thanksgiving Break**

- **Saniglaze to deep clean student bathrooms in breezeway, EAK room, and outside of the multipurpose room.**
- **Carpet cleaning in multipurpose room**
- **Carpet cleaning in the library**
- **Sinks cleaned in portables and classrooms**
- **Aardvark pesticide spraying**

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Advertising Campaign  
Target River

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** Target River came to the Superintendent's meeting at the County Office to share their company's strategies and efforts to boost enrollment. Both of the Superintendents who have utilized this company recommend their service and have signed up to utilize them again.

**Report:** Target River seeks out men and women who have children in the home in zip codes served by Dehesa. They will market our school through YouTube (video impressions and view of promotional video) Display Ads, Search Ads via Google, Bing, Yahoo and AOL, Retargeting Ads, Facebook, Instagram, Yard Signs, Direct Mail, Newspaper Ads, Blog Posts, Press Releases, Flyers, Search Engine Optimization and a Landing Page. He has worked with both Chula Vista and South Bay and had tremendous success. He will also be working with an unnamed East County District. The cost of this service will be recouped with the additional enrollment of 2 students. There is no obligation to continue to utilize their service once the contract period is complete.

**Financial Impact:** The cost to run this program for 3-4 months is \$16,958.00.

**Student Impact:** Students will benefit from increased enrollment funding opportunities.

**Recommendation:** Administration recommends the approval of the Contract with Target River.

**Agenda Item #: VII.C.1**

## Dehesa School District

We are excited to present a comprehensive marketing plan to effectively boost student enrollments at Dehesa School District. Below are our recommendations to reach the right families, utilizing marketing channels that reduce waste, to deliver relevant content that compels them to consider enrolling their child(ren) at Dehesa. Additional value will be achieved by enhancing community impression of the schools and education they offer.



### Recommended Marketing Tactics:

- **Who** we recommend targeting
  - Men and women who have children in the home
  - Secondary target of homeowners
  - Zip codes served by Dehesa
  
- **How** we recommend reaching them
  - YouTube (video impressions and views of promotional video)
  - Display Ads (commonly referred to as banner ads)
  - Search ads via Google, Bing, Yahoo, and AOL targeting people searching for education options (public, private, charter, and home school options)
  - Retargeting Ads (delivered to devices who have viewed video content and/or visited the campaign landing pages)
  - Facebook
  - Instagram
  - Yard Signs
  - Direct Mail
  - Newspaper Ads
  - Blog Posts
  - Press Releases
  - Flyers distributed to community organizations, realtors, pre-schools, etc
  - Search Engine Optimization
  - Landing Page
  
- **What** we suggest the content to be
  - Primarily in English (Display ads,, direct mail, and landing pages may also include Spanish and one additional language)
  - Reputation building content to validate Dehesa as the right school for their child, highlighting achievements, programs offered, career pathways, etc.
  - Variable creative and content based on marketing channel and user experience (first time targeting vs. retargeting)
  - Target River to produce video, direct mail, display ads, retargeting ads, Facebook ads, search ads, Instagram ads, yard signs, and flyers)

- **Campaign** timing and expenses
  - Campaign timeframe to be three months
  - Campaign can "go live" as quickly as 21 business days after receipt of agreement and initial payment
  - Campaign expenses are: \$16,958

**Overall Delivery**

The campaign will deliver the following over the three month period:

- 150,000 impressions via YouTube
- 225,000 impressions via Display Ads
- 200 site visits via Search
- 75,000 impressions via Retargeting Ads
- 40,000 impressions via Facebook
- 30,000 impressions via Instagram
- 100 Yard Signs
- 1,500 Direct Mail Pieces Deployed
- 10 Blog Posts
- 10 Press Releases
- 3 Newspaper Ads
- 1 Flyer Designed and Printed (up to 500 copies)
- 32 hours of Search Engine Optimization
- Custom Landing page to generate email leads
- Translation work for up to two additional languages

Terms

All ad copy to be reviewed and approved by authorized individual from client and client shall be responsible for the accuracy of all ads published. No warranty is expressed or implied. Campaign payments to be received as follows: initial payment of one-third received prior to go-live, second-third received by the first of the second month, and third and final payment received by the first of the third month. No cancellation once insertion order is executed.

-----  
Print Name

-----  
Authorized Signature

-----  
Title

-----  
Date

# Dehesa School District

Student Enrollment Marketing Campaign



Target River



# Who To Target

- Men and women with children in the home
- Homeowners
- Reside within zip codes served by Dehesa School District



Target River

# How to Reach The Target Audience

- YouTube
- Display (banner ads)
- Search (District name, school names, generic terms, and competitor names)
- Retargeting (banner ads to individuals who have engaged campaign)
- Facebook
- Instagram
- Emails
- Direct Mail
- Pandora - No
- Blogs / Press Releases - long term.
- Search Engine Optimization
- Radio - No
- Outdoor - No
- Community Newspaper



Target River

# What We Will Say

Top 5-8 -  
Did you know  
work together!

- Confidence building measures
- CTE programs
- ROTC program
- Athletics
- Clubs
- Technology
- Innovation
- STEAM/STEM
- VAPA
- College & Career Readiness



Target River



# YouTube

Basic info **Monetization** Advanced settings

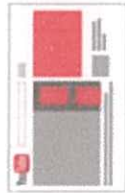
Usage policy **Monetize in all countries**

**Ad formats**  
Choose the type of ads you want to show. [Learn more](#)

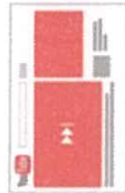
**Display ads**  
Desktop only (required)



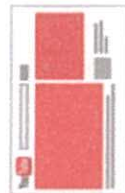
**Overlay ads**  
Desktop only



**Sponsored cards**  
All devices



**Skippable video ads**  
All devices



**Non-skippable video ads**  
 **Long non-skippable ads**  
All devices. This may increase viewer abandonment.



Target River

# Display



Target River

# Search

Web Maps Shopping News Images More Search tools

About 59,500 results (0.37 seconds)

**Joe's Used Cars New York**

**Ad** [www.joesusedcarsny.com/](http://www.joesusedcarsny.com/) (855) 123-4444

Largest Selection Of Late Model PreOwned Vehicles in New York. You've visited [joesusedcarsny.com](http://joesusedcarsny.com) 3 times. Last visit: yesterday

**Schedule a Test Drive at Joe's Used Cars**

Check out Automall used vehicles, vans, SUVs, & more right here at your NY ... Used Car Dealer in New York is proud to serve all the NY Pre-Owned Cars drivers ... and their needs all around Queens, Brooklyn, & Long Island, New York area. You've visited this page 3 times. Last visit: 6/25/14

Acme Auto Mall Inc.: Used car dealer in Jamaica Queens ... [www.acmeautomall.com/](http://www.acmeautomall.com/)

Acme Auto Mall Inc. (877) 750-9955 is a used car dealer in Jamaica Queens, New York selling used BMW, Buick, Chevrolet, Chrysler, Dodge, Ford, Honda, ... You've visited this page 2 times. Last visit: 6/25/14

Find Your Preowned Dream Car Now  
9-6201 Northern Blvd, Long Island City  
(855) 235-1340

**Used Car Dealership**

[www.abozcars.com/](http://www.abozcars.com/)  
A Redwood Honda Dealer You Can Trust. Shop Our Inventory Online!

**Used Car Dealerships**

[www.pufmanjkg.com/](http://www.pufmanjkg.com/)

Google

bill howe plumbing

All Maps Shopping News Images More Search tools

About 342,000 results (0.68 seconds)

**Plumbing Professionals - Expert, Eco-Friendly Plumbing**

[www.ecoplumbersca.com/](http://www.ecoplumbersca.com/)

Call 24/7 for Same Day Service!

**Rotorooter® San Diego - Your Plumbing Experts - rotorooter.com**

[www.rotorooter.com/plumbing-san-diego](http://www.rotorooter.com/plumbing-san-diego)  
Save with a \$45.00 Coupon on Plumbing Services. Call for a Free Estimate!  
Trusted since 1935. BBB Accredited. Licensed and Insured. Emergency Service. Available 24/7  
Services: Toilets, Water Heaters, Dishwashers, Sewers, Garbage Disposals, Sump Pumps, Drain Cle...  
RotoGreen Solutions - Contact Us - About Us - Blog

**Anderson Plumbing & HVAC - BBB Accredited Business with A+ Rating**

[www.andersonplumbingandhvac.com/](http://www.andersonplumbingandhvac.com/)  
Schedule an Appointment  
Drain Cleaning - Heating Repair & Service - Air Conditioning Services - Plumbing Services

**San Diego Plumbing - Detection, Repair, & Maintenance**

[www.san-diego-plumbing.com/](http://www.san-diego-plumbing.com/)  
Local Plumber Since 2012. Call Now!  
Services: Plumbing Repair, Plumbing Maintenance, Plumbing Installation, Drain Cleaning...  
Contact Us - Drain & Plumbing Services

**San Diego Plumbers, Plumbers San Diego, Bill Howe Plumbing**

[www.billhowe.com/](http://www.billhowe.com/)  
San Diego Plumbers - No problem is too big or small for Bill Howe Plumbing. With over 35 yrs experience, we have the most cost effective solution for you



Target River

# Retargeting

Visitor goes to OfficeDepot.com



Visitor browses to Product page



Visitor goes to YouTube



Watches video with pre-roll ad



SmartVideo Ad chosen



Visitor Returns to Site & Buys



Target River



# Facebook



Target River



# Instagram

The collage features four Instagram posts, each with a blue header containing the Instagram logo and the word 'Instagram'. The posts are as follows:

- Post 1:** User: **links** (Sponsored). Image: A person's legs in black pants and blue high-heeled shoes standing next to a white dog. Caption: "links This winter has been full of #tastingforpining #BismarckPics #Fidos". Like count: 8,511 likes. Action button: **Shop Now**.
- Post 2:** User: **classpass** (Sponsored). Image: A hand holding a smartphone displaying a list of activities. Caption: "classpass One hour awwww! What class are you signing up for at noon?". Like count: 370 likes. Action button: **Retain Now**.
- Post 3:** User: **estevolve** (Sponsored). Image: A basket of fresh produce including carrots, leafy greens, and mushrooms. Caption: "estevolve Why do we use vacuum packing? We want to keep your food fresh and vacuum packing allows your food to stay fresh and". Like count: 14 likes. Action button: **Shop Up**.
- Post 4:** User: **jellyskateboards** (Sponsored). Image: A person in a blue shirt and black pants standing on a skateboard ramp. Caption: "jellyskateboards You thought the smaller longlayer was your go to board? Well you're not on their new #mascow jay board! #jellyskateboard". Like count: 866 likes. Action button: **Learn More**.



# Emails



Target River


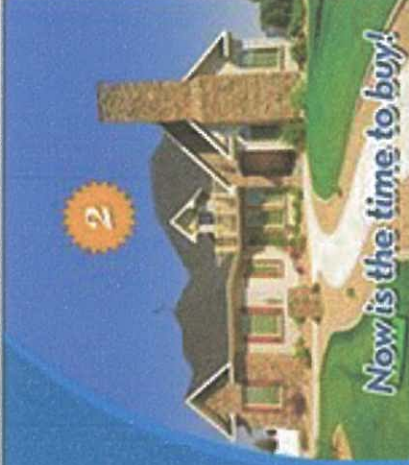
# Direct Mail

**1** You Can Own the Home of Your Dreams!

**2** *Now is the time to buy!*

**3** **BAD CREDIT-OK • LOW INTEREST RATES**

**ABC Mortgage • Call 1-800-555-5555 Today**



**4** Why Pay Rent, When You Can Own?

Your next rent check could be all you need to own your own home. Don't think you qualify? *Think again.*

- 5** • LOW MONEY DOWN
- LOW PAYMENTS
- LITTLE OR BAD CREDIT-OK

**6** **\$200 Off Closing Costs**

**7** **7**

**8** Call today for a **FREE Consultation!**

**9** **1-800-555-5555**  
[WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)

**10** **10**

**ABC MORTGAGE**  
Member FDIC

Provided FREE CLASS U.S. Postage PAID Postmaster: Return to Sender



Target River



# Pandora



Target River

# Blogs / Press Release

## My Blog

### Excerpts in Action [Edit this entry](#)

Posted on December 8, 2011

Rate This

Excerpts are used to truncate blog posts so that only part of the entry – usually the introduction or a summary of the post – is displayed, instead of the entire entry. Using excerpts is completely optional.

Depending on the theme you have activated, excerpts you assign may be displayed on your homepage, RSS feed, or archives page. Your theme will also determine whether or not your excerpt is followed by a link that points readers to the full-length post.

Here's an example of an excerpt on the homepage of a blog with the **Limit Types** theme:

## My Blog

### Another Post

December 8, 2011

Learn more about the new, innovative...  
advertising will. Market trends, game and digital...  
business, from the important to, at present in...  
with this site.

Posted in: [Uncategorized](#)

### Excerpts in Action

December 8, 2011

Excerpts are used to truncate blog posts so that...  
only part of the entry – usually an introduction...  
or summary of the post – is displayed, instead of...  
the entire entry.

Posted in: [Uncategorized](#)

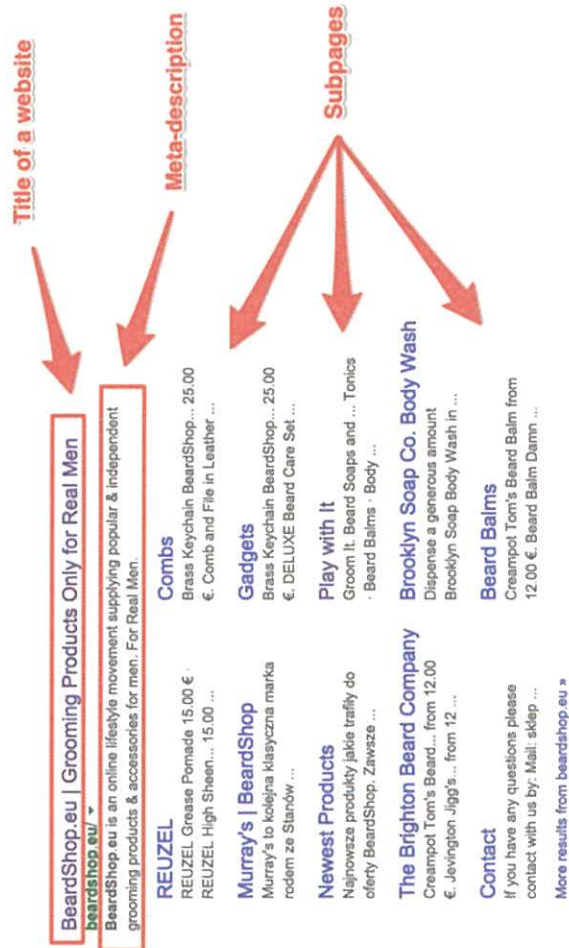
When you click the post title, you're taken to the full-length post:



Target River



# Search Engine Optimization



Radio



Target River

# Outdoor



Target River

# Community Newspaper



Target River



# What We Will Report

- Number of impressions delivered
- Number of individuals reached
- Number of times each individual was reached
- Number of visitors to the landing pages
- Average time spent on the landing pages
- Average length of view of the video
- Number of form completions (email leads) from the landing pages
- Number of inbound calls from the campaign (including name, date/time of call, and phone number of caller, where available)
- Number of emails deployed including the number opened and the number of clicks
- Number of direct mail pieces delivered



Target River



# Questions

- Contact Brian Epperson
  - 619.571.7359
  - [brian@targetriver.com](mailto:brian@targetriver.com)
  - [www.targetriver.com](http://www.targetriver.com)



Target River

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer

**Subject:** MOU Between San Diego County Superintendent of Schools and LEA's with candidates for Administrative Services Credentials

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The purpose of the SDCSS Administrative Services Credential programs is to provide an innovative, high quality leadership preparation and growth pathway for candidates to acquire their preliminary and clear Administrative Services Credential

**Report:** This MOU sets forth the terms and understanding to provide a pathway for both Preliminary and Clear Administrative Service Credential candidates to pursue authentic leadership development field experience and to participate in professional learning.

**Financial Impact:** There is no financial obligations for the District. Cost would be paid by the credential holder.

**Student Impact:** The development of quality administrators enhances student achievement.

**Recommendation:** Administration recommend approval of the MOU the San Diego Superintendent of Schools and Dehesa to support candidates with Administrative credentials.

**Agenda Item #: VII.C.2**

# MEMORANDUM OF UNDERSTANDING (MOU)

## BETWEEN

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

AND

### LOCAL EDUCATION AGENCIES WITH CANDIDATES FOR ENROLLMENT IN PRELIMINARY AND/OR CLEAR ADMINISTRATIVE SERVICES CREDENTIAL PROGRAMS WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

This Agreement is made and entered into by the **Dehesa School District**, hereinafter referred to as **INSTITUTION**, and San Diego County Superintendent of Schools hereinafter referred to as **SDCSS**.

#### I. PURPOSE & SCOPE

This Memorandum of Understanding (MOU) sets forth the terms and understanding to provide an articulation pathway for (1) SDCSS Preliminary Administrative Services Credential Program (PASC) candidates to pursue authentic leadership development field experiences through **INSTITUTION**, **AND** (2) SDCSS Clear Administrative Services Credential Program (CASC) candidates to pursue authentic leadership development field experiences through **INSTITUTION** and to participate in leadership professional learning and support as sponsored by SDCSS.

#### II. BACKGROUND

- The core purpose of the SDCSS Administrative Services Credential programs is to provide an innovative, high quality leadership preparation and growth pathway, grounded in evidence-based practices, for candidates to acquire their preliminary and clear Administrative Services Credentials. The programs achieve this by developing systems-thinking leaders who strategically build capacity in their organizations to ensure equity and access for each and every student.
- The program was specifically designed with local school district needs in mind. Input from San Diego County superintendents has contributed to the design of the programs to ensure that school leaders were equipped to effectively serve student and adult learning needs in their respective districts, and to promote principles of responsible citizenship and the critical role of schooling in a democratic society.
- The program goals are grounded in the SDCOE Systems Leadership Framework that was developed based upon needs of San Diego County districts and aligned to the California Administrator Performance Expectations (CAPEs) and California Performance Standards for Educational Leaders (CPSEL). The framework was developed from a synthesis of seminal research around learning organizations, organizational health and performance, and high leverage evidenced-based leadership practices that are linked to the improvement of professional practice and student learning. The CAPEs and CPSEL are standards for school administrators developed by the California Commission on Teacher Credentialing.
- Deep understanding and implementation of this framework develops through authentic fieldwork and learning experiences; and ensures that candidates who complete the PASC and CASC programs are prepared for success in school administrative positions with a commitment to

strengthening a system of high quality teaching and learning.

### **III. PROGRAM IMPLEMENTATION**

Through a comprehensive review of program requirements defined by the California Commission on Teacher Credentialing (CTC) for PASC and CASC programs, a series of professional growth and field experiences in diverse settings have been designed with opportunities to support high quality teaching and learning in the context of the ongoing work of the INSTITUTION. Appendix A shows the articulated fieldwork requirements for the PASC and CASC Program of Study, and Appendix B shows the SDCSS and program course descriptions. Program directors from SDCSS will be available to communicate with INSTITUTION regarding implementation and monitoring of this agreement, and to address and resolve program issues as they arise.

### **IV. INSTITUTION RESPONSIBILITIES UNDER THIS AGREEMENT**

**INSTITUTION** shall undertake the following activities:

- Acknowledge the participation in the PASC and CASC program of candidates employed by the INSTITUTION
- Support candidates' pursuit of field experiences and professional growth in a variety of diverse educational settings within the defined Program of Study, outlined in Appendix B
- Allow appropriate access to experiences within the articulated pathway for SDCSS PASC and CASC candidates as shown in Appendix A

### **V. SDCSS RESPONSIBILITIES UNDER THIS AGREEMENT**

**SDCSS** agrees to undertake the following activities:

- Implement CTC-approved programs of study for PASC and CASC candidates, including field work assignments and professional growth experiences in a variety of diverse educational settings as shown in Appendix A
- Engage in work in identifying needs and development of program implementation as well as the communication, monitoring and evaluation of program
- Provide instruction, coaching and support for candidates within the scope of the program design

### **VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

#### **1. Contract Terms and Conditions**

- A. The Term of Contract shall be for the 2017-2022 school years, beginning July 1, 2017 to June 30, 2022.
- B. INSTITUTION and SDCSS agree to support candidate learning and growth based upon the articulated Program of Study experiences shown in Appendix A.
- C. Implementation of this Memorandum of Understanding occurs at zero cost to INSTITUTION. Fees are the responsibility of the individuals enrolled in the respective Administrative Services Credential Program (unless INSTITUTION has independently established agreements with candidates to cover program costs).

## 2. Cancellation of Agreement

- A. This Agreement may be cancelled prior to June 30, 2022, by either INSTITUTION or SDCSS.
- B. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
- C. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

### TOBACCO-FREE FACILITY

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

### GOVERNING LAW/VENUE SANDIEGO

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

### FINAL APPROVAL

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

### ENTIRE AGREEMENT

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

**[SIGNATURE PAGE FOLLOWS]**



**SDCSS CONTACT INFORMATION**

Carol Osborne  
Senior Director, District & School  
Improvement  
San Diego County Office of Education  
Learning and Leadership Services  
6401 Linda Vista Road, 321 North  
San Diego, CA 92111-7399  
858-292-3803  
carol.osborne@sdcoe.net

**VII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of **SDCSS and INSTITUTION** authorized officials. It shall be in force from July 1, 2017 to June 30, 2022. **SDCSS and INSTITUTION** indicate agreement to this MOU by their signatures.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

**San Diego County Superintendent of Schools**    **Local Education Agency:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Paul Gothold Ed.D.

\_\_\_\_\_

County Superintendent of Schools

\_\_\_\_\_

**Name/Title**

**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Appendix A- Program of Study for Articulated SDCSS PASC and CASC Pathways**

<b>SDCSS Preliminary Administrative Services Credential Program Fieldwork &amp; Professional Growth Experiences</b>		<b>SDCSS Clear Administrative Services Credential Program Fieldwork &amp; Job-Embedded Professional Growth Experiences</b>	
<b>Experience</b>	<b>Details</b>	<b>Experience</b>	<b>Details</b>
Classroom Observations	3-5 times throughout program 15-20 minutes per observation Debrief conversation with teacher(s)	Monthly Job-embedded Coaching (Individual and Cohort)	3-4 hours with a SDCSS coach
Staff Survey	1-2 times throughout program	Classroom Visits	Included in monthly coaching
Teacher Interviews	2-3 times throughout program	Leadership Seminars (Required Professional Learning)	SDCSS sponsored sessions – Candidates attend a minimum of 2-5 half-day sessions per year
Principal Interview	1 time	Exit Interview	30-minutes at conclusion of CASC program
Professional Learning Leadership	Cycle of professional learning as member of PLC, grade level team, or content area department		

## Appendix B- Course Descriptions for SDCOE PASC Program

SDCOE Preliminary Administrative Services Credential Program  
Accredited by the California Commission on Teacher Credentialing



Course	Description	California Administrator Performance Expectations	Fieldwork	Credits
<p><b>Visionary Leadership</b></p> <p><b>601</b></p>	<p>This course is designed to build understanding and enhance the school leader's effort to build a trustworthy learning-centered culture that shapes a shared vision that results in the acceleration of student and adult learning. This course addresses CAPEs 1-4.</p>	<ul style="list-style-type: none"> <li>• Develop and articulate a vision of teaching and learning for the school consistent with the Local Education Agency's overall vision and goals (CAPE 1).</li> <li>• Develop a shared commitment to the vision among all members of the school community (CAPE 2).</li> <li>• Lead by example to promote implementation of the vision (CAPE 3).</li> <li>• Share leadership with others in the school community to help accomplish the vision (CAPE4).</li> </ul>	<p><b>601.1 Trust Survey</b> The purpose of this fieldwork experience is to assess and analyze the impact of trust on school culture at a school site. This experience will count 2 hours toward the field experience for this course. (CAPE 1A, 5A, 5B)</p> <p><b>601.2 Communicating a Belief System</b> As a new administrator, you must work to build a trustworthy learning-centered culture by modeling and communicating your belief and rationale about student and adult learning. This task requires that you develop and articulate a belief system, and promote the development of your leadership voice that articulates a vision for the learning of all students. (CAPE 1C, 5C, 1B)</p>	<p>3</p>
<p><b>Instructional Leadership</b></p> <p><b>602</b></p>	<p>This course addresses the candidate's knowledge of California's student academic content standards; appropriate and effective curriculum, instructional, and assessment practices; and the candidate's ability to analyze classroom instruction and provide focused, constructive feedback to teachers to improve teaching and learning for all students. Candidates also build understanding of the importance of the school context, diverse student needs and purposeful communication to all stakeholders. This course addresses CAPEs 5-8.</p>	<ul style="list-style-type: none"> <li>• Promote implementation of K-12 Standards, pedagogical skills, effective instructional practices and student assessments for content instruction (CAPE 5).</li> <li>• Evaluate, analyze, and provide feedback on the effectiveness of classroom instruction to promote student learning and teacher professional growth (CAPE 6).</li> <li>• Demonstrate understanding of the school and community context, including the instructional implications of cultural/linguistic, socioeconomic, and political Factors (CAPE 7).</li> <li>• Communicate with the school community about school-wide outcomes data and improvement goals (CAPE 8).</li> </ul>	<p><b>602.1 Aligning Beliefs and Actions</b> This experience builds from our Session 1 learning on how beliefs and actions align with each other to promote a healthy culture of universal achievement. You'll facilitate a dialogue with a small group of colleagues at your site to examine a shared set of beliefs and related actions. (CAPEs 1A, 2B, 5B, 5C)</p> <p><b>602.2 Analyze the Lesson</b> Observe lessons in two different classrooms for 15 minutes each and collect descriptive evidence by scripting the lesson. Analyze the lesson using the 5 Dimensions of Teaching and Learning, focus on the guiding questions from the dimensions of purpose and student engagement. (CAPE 2B)</p> <p><b>602.3 Coaching Conversation</b> Plan an inquiry-based coaching conversation for one of the lessons. Meet with the teacher and engage in a feedback</p>	<p>4</p>



## Appendix B- Course Descriptions for SDCOE PASC Program



<p><b>Leadership</b></p> <p><b>604</b></p>	<p>need to reach out to the broader community in order to promote the success of all children. Candidates learn strategies and resources for working with diverse language groups, and consider their role incorporating the perspectives of families, agencies, and community organizations into decision-making at the school to promote educational and organizational improvement. This course addresses CAPEs 19-20.</p>	<p>and needs to the LEA and the public (CAPE 19).</p> <ul style="list-style-type: none"> <li>• Involve the community in helping to achieve the school's vision and goals (CAPE 20).</li> </ul>	<p>Attend and observe a district or school community forum, board meeting or parent advisory meeting (DELAC, PAC, ELAC, SSC). Drawing upon class readings and in class discussions/coursework, students will reflect on the experience and will analyze the level of involvement versus engagement within the context of the meeting by responding to all of the following reflection prompts. (CAPE 4a, 4b, 6a, 6b).</p>	
<p><b>Professional Learning &amp; Growth Leadership</b></p> <p><b>605</b></p>	<p>The course addresses the candidate's ability to model professional growth and development as well as to identify and provide focused professional learning to help teachers improve their individual professional practice to educate all students at high levels.</p> <p>The candidate builds understanding of adult learning principles and their use in designing, data-driven professional learning for teachers. This course addresses CAPEs 13-15.</p>	<ul style="list-style-type: none"> <li>• Model life-long learning and job-related professional growth (CAPE 13).</li> <li>• Help teachers improve their individual professional practice through professional growth activities focused on authentic situations and problems in service of improving student learning outcomes consistent with the school growth plan. (CAPE 15).</li> <li>• Identify and facilitate a variety of professional and personal growth opportunities for faculty, staff, parents, and other members of the school community in support of the educational program (CAPE 16).</li> </ul>	<p><b>605.1 Current Reality of Professional Learning</b> Observe lessons in three different classrooms for 15 minutes each and collect descriptive evidence by scripting the lesson. Analyze the lesson using the 5 Dimensions of Teaching and Learning guiding questions to identify professional learning opportunities that serve the site instructional focus. (CAPE 2A, 5B, 3B) Interview three staff members (including the site principal) about the site instructional focus, professional learning plans, and staff perspectives about the structures and resources that support professional learning in service of student achievement. (CAPE 2A, 5A, 5B, 2C)</p> <p><b>605.2 Professional Learning Planning</b> Using evidence gathered through classroom observations and staff interviews, complete the Professional Learning Planning fieldwork forms to identify areas of emphasis for promoting instructional focus, leveraging resources, maintaining reciprocal accountability, and crafting a leadership message to cultivate staff investment in professional learning. (CAPE 2A, 2C, 5A, 5B)</p>	<p>3</p>
<p><b>Organizational &amp; Systems Leadership</b></p> <p><b>606</b></p>	<p>The course addresses the candidate's ability to understand and manage effectively the variety of interconnected systems that affect and impact the</p>	<ul style="list-style-type: none"> <li>• Understand and manage the complex interaction of all of the school's systems to promote teaching and learning (CAPE 16).</li> <li>• Develop, implement, and</li> </ul>	<p><b>606.1 Special Education Interview</b> Interview a district leader within the special education department at your district. Discuss the challenges and opportunities that</p>	<p>3</p>



## Appendix B- Course Descriptions for SDCOE PASC Program



**SAN DIEGO COUNTY**

EDUCATION

			introducing the overall program, explaining evaluation questions, data collection procedures, analyses, and communication of results. The final project is the culminating project for both 607 and the Symposium. (2A, 3A, 3B, 5A).	
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# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Indian Policies and Procedures

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** Districts that receive Title VII funding need to approve Indian Policies and Procedures yearly. There is a new requirement that these procedures be updated yearly.

**Report:** The Dehesa School District attests that it has established Indian Policies and Procedures (IPP's) as required in section 7004 of the Impact Aid law for any children claimed who reside on eligible Indian lands.

**Financial Impact:** N/A except as a requirement to apply for Title I, II III and VII funding.

**Student Impact:** Effective governance promotes student achievement

**Recommendation:** Administration recommend approval of the Indian Policies and Procedures for the Dehesa School District.

**Agenda Item #: VII.C.3**

## Indian Policies and Procedures

Dehesa School District

2017-2018 School Year

It is the intent of the Dehesa School District that all Indian children of school age have equal access to all programs, services and activities offered within the school district. To this end, the Dehesa School District will consult with local tribal officials and parents of Indian children in the planning and development of Indian Policies and Procedures (IPPs), general education programs, and activities. These policies and procedures will be reviewed annually and revisions will be made within 90 days of the determination that requirements are not being adequately met.

### **ATTESTATIONS**

The Dehesa School District attests that it has established Indian Policies and Procedures (IPPs) as required in section 7004 of the Impact Aid law for any children claimed who reside on eligible Indian lands. The IPPs have been adequately disseminated to the tribes and parents of children residing on eligible Indian lands. A copy of the current policies and procedures was attached to the FY 2016/2017 Impact Aid application.

The Dehesa School District attests that it has provided a copy of written responses to comments, concerns and recommendations received from tribal leaders and parents of Indian children through the Indian policies and procedures consultation process and disseminated these responses to tribal leaders and parents of Indian children prior to the submission of their FY 2016/2017 Impact Aid application.

### **Indian Policies and Procedures**

The following Indian policies and procedures become effective upon school board approval.

**POLICY 1:** The LEA will disseminate relevant applications, evaluations, program plans and information related to the LEA's education program and activities with sufficient advance notice to allow tribes and parents of Indian children the opportunity to review and make recommendations. [34CFR222.94 (a) (1)]

**PROCEDURE 1:** The District Administrator/designee will, as soon as reasonably possible after such information becomes available, but not later than one week in advance of any meeting, mail to Indian parents and Tribal officials a copy of the following documents:

- Impact Aid FY 2016/2017 application;
- Evaluation of all educational programs; and
- Plans for education programs the District intends to initiate or eliminate.

Parents of Indian children, tribal officials and the public will be given notice of any and all meetings related to equal participation or the content of the educational program by including information about meeting times and locations in the questionnaire to be

disseminated in the fall. The location, date and time of any meeting described above shall be posted in the same manner as a legally posted Board meeting.

The Dehesa School District will disseminate information and seek timely input regarding the following programs on its educational program (including, but not limited to): Title I, Part A, Title II, Part A, Title III, Part A (immigrant only, and Title VII-Impact Aid programs.

The completed applications, evaluations, and program planning will be made available to parents of Indian children, Tribal officials, and the Indian Education Committee and a summary will be prepared and disseminated one week in advance of public hearings held in December to afford all interested parties the opportunity to review the documents with sufficient time to provide thoughtful input at the public meetings. These hearings will be publically advertised and posted at the Dehesa School District office, and will be sent to the Tribal Council/Education Center to allow all interested parties to attend. In addition, representatives from the District and Indian Education Committee will schedule meetings with the Parent Advisory Committee to seek input.

Parents of Indian children, tribal officials, the Indian Education Committee and any other interested persons can review assessment data to help develop or modify educational programs and services allowing for the participation of Indian students on an equal basis in the district.

Minutes from the Indian Education meetings will be posted on the District's website for all patrons and Tribal officials to review. This will allow for ongoing dissemination of information.

**POLICY (2):** The Dehesa School District will provide an opportunity for the Sycuan Band of Kumeyaay Nation and parents of Indian children to provide their views on the District's educational program and activities, including recommendations on the needs of their children and on how the District may help those children realize the benefits of the educational programs and activities. [34CFR222 .94(a) (2)]

(i) Notify tribes and the parents of Indian children of the opportunity to submit comments and recommendations, considering the tribe's preference for method of communication, and

(ii) Modify the method of and time for soliciting Indian views, if necessary, to ensure the maximum participation of tribes and parents of Indian children.

**PROCEDURE 2:** The Parent Advisory Committee of the Dehesa School District will meet each trimester for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. The meeting agendas are posted and



all meetings are open to the public allowing for Tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.

At each of the monthly school board meetings, a section of time is set aside for communications from the public. This is a time to offer comments and suggestions regarding programming for Indian students. In addition, a public hearing is scheduled in November which is specifically devoted to addressing questions regarding federal programs.

The Dehesa School District will consult with the tribe prior to the November meeting to get information related to the tribes' preferred methods of communication. The Dehesa School District will, to the extent possible, accommodate the tribes preferred method of communication related to the dissemination of information and the time and locations of the meeting related to these IPP's to maximize participation from Tribal officials as well as parents of Indian children.

The Indian Education Committee (Parent Advisory Committee) of the Dehesa School District will meet three times a year for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. The meeting agendas are posted and all meetings are open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.

A school board representative is a non-voting member of the Indian Education Committee (Parent Advisory Committee). This representation allows for the discussion of the needs of the students and ideas to be brought forward to both the Indian Education Committee as well as the School Board.

At each of the monthly school board meetings, a section of time is set aside for communications from the public. This is a time to offer comments and suggestions regarding programming for Indian students. In addition, two public hearings are scheduled December and March which are specifically devoted to addressing questions regarding federal programs. Based upon suggestions, preferred methods of communication as well as ways to maximize participation from tribal officials as well as parents of Indian children will be seriously considered.

Information will be included in student handbooks/enrollment packets regarding opportunities to provide input to the District.

The District and Indian Education Committee representatives will schedule meetings with the Sycuan Band of Kumeyaay Indians to discuss ongoing programming goals.

**POLICY (3):** The Dehesa School District will annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities. [34CFR222.94 (a) (3)]

(i) Share relevant information related to Indian children's participation in the LEA's education program and activities with tribes and parents of Indian children; and

(ii) Allow tribes and parents of Indian children the opportunity and time to review and comment on whether Indian children participate on an equal basis with non-Indian children.

**PROCEDURE (3):** The Dehesa School District shall annually analyze participation rates of Indian children compared to other children in all aspects of the educational program and school sponsored activities. The analysis will compare the participation rates of Indian children compared to non-Indian children to identify any gaps where participation may not be on an equal basis. This analysis will occur prior to the December Board meeting where the Dehesa School District will take public comment on the assessment.

A. The Dehesa School District's Superintendent and school staff, in conjunction with the Parent Advisory Committee, will review annual survey data and comments gathered from families and students.

B. The results of the data and its comments will be shared with tribal officials, parents of Indian children and all other interested parties in the district at least one week in advance of any meeting to discuss equal participation. In addition comments and/or suggestions brought forth from these conversations will become part of the committee's approved minutes.

C. The data will be utilized to develop appropriate support for various programs.

D. Parents of Indian children, tribal officials and other interested parties may express their views on participation through direct communication with the school district, at any school board meeting or to the Indian Education Committee (Parent Advisory Committee)

E. If it is determined that there are gaps in Indian participation in the educational program or activities, the Dehesa School District Board in consultation with the Parent Advisory Committee and Tribal officials will modify its educational program in such a way to improve Indian participation.

**POLICY (4)** The Dehesa School District will modify the IPP's if necessary, based upon the results of any assessment or input described in this document. [34CRF222.94 (a) (4)]

**PROCEDURE (4):** During the organizational meeting of the Parent Advisory Committee, the Indian Policies and Procedures will be reviewed and revised as necessary. Once this has happened, the document will be forwarded to the Dehesa School District’s School Board as well as the Tribal Officials and parents of Indian children for review and consideration. If necessary, the Parent Advisory Committee may suggest revisions at other times of the year as appropriate. Any updates will be sent to parents of Indian children and Tribal officials within seven days of adoption by the Dehesa School Board.

**POLICY (5):** The Dehesa School District will respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPPs by the LEA. [34CRF222 .94(a)(5)]

**PROCEDURE (5):** The Dehesa School District will at least annually respond in writing to comments and recommendations made by the Dehesa Indian Education Committee (Parent Advisory Committee), tribal officials, or parents of Indian children, and disseminate the responses to all parties by email prior to the submission of the IPPs by the District.

**POLICY (6):** The Dehesa School District will provide a copy of the IPPs annually to the affected tribe or tribes. [34CR F222.94 (a) (6)]

**PROCEDURE (6):** The Dehesa School District will annually provide a copy of the current Indian Policies and Procedures to the Sycuan Band of the Kumeyaay Nation by email.

Board Approval Date \_\_\_\_\_  
Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** DTA Contract

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The District and DTA negotiated a 3 year agreement. The contract is included for your review. Highlighted additions are noted in the report section.

**Report:** Page 1 Prep time, page 12 Healthcare, pages 24, 30, 41 semantics, pages 28/29 Maternity Leave, pages 34/35 Salary, page 36 BTSA agreement, page 38/39 contract term, and page 40 calendar.

**Financial Impact:** N/A the cost of the agreement has been reflected in other documentation.

**Student Impact:** Student achievement is reflected through staff that can focus on teaching and learning and not on continuing the bargaining process.

**Recommendation:** Administration recommends ratification of the DTA contract as presented from 6/2016-6/2019.

**Agenda Item #: VII.D.1**

**AGREEMENT**

**BETWEEN THE**

**DEHESA SCHOOL**

**DISTRICT**

**AND THE**

**DEHESA TEACHERS**

**ASSOCIATION/CTA/NEA**

**July 1, 2016**

**Through**

**June 30, 2019**

12/6/2016



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## **PREAMBLE**

The Article and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Dehesa Elementary School District ("Employer") and the Dehesa Teachers Association/CTA/NEA ("Association"), an employee organization. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

## **ARTICLE 1: RECOGNITION**

### 1.1 Recognition

- 1.1.1 The Dehesa Board of Trustees hereby recognizes the Dehesa Teachers Association/CTA/NEA as the exclusive negotiating representative of the members of the unit, which includes: probationary or permanent, part-time or full-time classroom teachers, including temporary, and other regular full-time or part-time certificated employees, and school nurse. Substitute teachers and summer school teachers are not considered members of the unit.
- 1.1.2 No other group or organization or representative thereof shall be permitted to engage in any meeting and/or negotiation with the District on behalf of any employee included in the unit.

## **ARTICLE 2: DEFINITION OF TERMS**

### 2.1 Definitions

- 2.1.1 "Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 2.1.2 "Association" means the Dehesa Teachers Association/CTA/NEA.
- 2.1.3 "Bargaining Unit" refers to the group of certificated non-supervisory employees covered by this Agreement.
- 2.1.4 "Board" as used herein is the Board of Trustees of the Dehesa School District.
- 2.1.5 "Certificated Employee" as used herein means a member of the unit.
- 2.1.6 "Unit Member" also "Teacher" and "Employee" refers to any certificated employee of the District covered by this Agreement.
- 2.1.7 "Full-time Employee" is defined as one who is assigned under contract for one semester or more to work the entire day for all of the duty days as provided in this Agreement.
- 2.1.8 "Part-time Employee" is defined as one who is assigned under contract for one semester or more to work less than the regular full-time employee as defined in this Agreement.
- 2.1.9 "Calendar Year" refers to the yearly period from January 1 to December 31.
- 2.1.10 "Days" are calendar days.
- 2.1.11 "Duty Days" are days on which the members of the unit are required to be in attendance.
- 2.1.12 "School Days" are days in which students are required to be in attendance.

- 2.1.13 "Instructional Day" refers to the daily amount of in-class time required of students.
- 2.1.14 "Daily Rate of Pay" means the unit member's salary divided by the number of duty days.
- 2.1.15 "Grievance" means a claim by one or more members of the unit or the Association of an alleged violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
- 2.1.16 "Grievant" refers to a member of the unit or the Exclusive Representative asserting a grievance.



### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, layoff, terminate, and discipline employees and to determine the effects and impact of any action implementing these rights, insofar as they do not diminish the specific provisions of this Agreement.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law, and shall not be subject to the grievance procedure of this Agreement.
- 3.3 It is not the intention of the parties in setting forth the above-mentioned rights of the District to diminish in any way the rights of the Association or of unit members as set forth in this Agreement.

## **ARTICLE 4: ASSOCIATION RIGHTS**

4.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on, or discriminate against an employee exercising the membership participation or organizational activities rights guaranteed herein.

4.1.1 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment, authorizing deduction of unified membership dues, including special services and welfare fund assessments. Such authorization shall continue in effect unless revoked in writing to the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated. No voluntary deductions, as described herein, shall be processed in less than twenty-five (25) days from the receipt of the authorization in the District payroll department.

4.1.2 The District agrees, to remit promptly all authorized deductions, via the County Department of Education office, to the Association accompanied by a numerical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

4.1.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4.1.4 Agency Fees: The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.

With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes to personnel from the list previously provided.

The District and the Association agree to furnish to each other any information needed to fulfill the provisions of this Article.

Religious Objections: Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: United Way or Dollars for Scholars, Dehesa Chapter.

To receive a religious exemption, the unit member must submit a detailed, written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make a payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

Proof of payment shall be made on an annual basis to the Association and the District as a condition of continued exemption for the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as a donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

- 4.1.5 The Association shall have the right of access at reasonable times to areas in which employees work. Such access shall not conflict with assigned duties. They shall also have the right to use institutional bulletin boards, mailboxes and other means of communication subject to reasonable regulations, and the right to use institutional

facilities at reasonable times for the purpose of meetings concerned with the exercise of their rights.

4.1.5.1 The Association shall have the right to utilize a designated bulletin board space. Nothing herein shall be deemed to permit the posting of defamatory or obscene materials.

4.1.5.2 Existing District mailbox facilities may be utilized by the Association for communications with members or with other employees of the District.

4.1.5.3 The Association President, or designee, shall be entitled to a maximum of five (5) days' release time each year, with the cost of his/her substitute paid by the Association. By mutual agreement between the District and the Association President, the number of days may be extended.

4.1.6 The Association and the district agree to schedule monthly meetings for the purpose of discussing and resolving school-related issues or concerns. These monthly meetings shall be conducted informally and shall not be in lieu of formal negotiations when required.

## **ARTICLE 5: HOURS OF EMPLOYMENT**

- 5.1 It is acknowledged that teachers are professionals. The teachers' on-site work week is 37.5 hours. The immediate supervisor or site administrator shall set the on-site work day, with reasonable latitude to make adjustments for the accommodation of special circumstances and events. The normal full time teacher's work day is 7.5 hours, including: 5 hours 21 minutes of instructional time for Kindergarten through 5<sup>th</sup> grade; and 5 hours 31 minutes of instructional time for 6<sup>th</sup> grade through 8<sup>th</sup> grade; at least 30 minutes on school site before the scheduled classes; at least 15 minutes after class time; 15 minutes recess time; and teachers shall be allowed a 30-minute uninterrupted duty-free lunch period. Additionally, teachers assigned to grades 7 or 8 shall be provided an average of 30 minutes per day of preparation time, if the class size exceeds 30 students, to be included within the teacher's normal work day. The District administrator shall be responsible for approving deviations from these provisions.
- 5.2 The duties and responsibilities of each bargaining unit member in his/her respective assignment are:
- 5.2.1 INSTRUCTIONAL SERVICES: Instruction; lesson planning; campus and student supervision; parent conferences and meetings; guidance assistance to students; professional growth and in service meetings; student diagnostic and assessment activities, including scoring of student work; school and student record maintenance; curriculum development; instructional materials development; District committee assignments.
- 5.2.2 SCHOOL AND DISTRICT ACTIVITIES: Parent/Faculty meetings and activities; school and faculty receptions; open house/back-to-school night; public school observance; supervision of students at school-sponsored or approved activities such as study trips, athletic events, student body activities; extended professional meetings. Normally, participation in special committees and/or special school activities shall be on a voluntary basis. No teacher may be required to participate in such activities for a total of more than ten (10) hours beyond the normal workday in any school year.
- 5.2.3 The District may, at its sole discretion, schedule minimum days for pupils.



## **ARTICLE 6: HEALTH BENEFITS**

6.1 The District agrees to provide eligible unit members health benefits.

6.1.1 Health Insurance: The District will pay a pro rata share of health benefits for unit members who work at least on-half time. District shall pay up to \$10,500 per eligible employee per year. Should at any time the \$10,500 not be sufficient to cover an employee only health insurance, then both parties agree to enter into negotiations within 30 days. Newly hired, full time, and less than eight (8) hour employees are not eligible to OPT out of medical insurance.

6.1.2 Dental Insurance: For the life of this agreement, the District will pay a pro rata share of dental benefits for all unit members who work at least one-half time.

6.1.3 Life Insurance: The District will provide a \$50,000 life insurance policy for all unit members who work at least half-time.

6.1.4 Vision Insurance: The District will provide vision insurance (VSP-VEBA) Plan B with \$25.00 deductible for all certificated unit members who work at least half-time.

6.1.5 Acupuncture Coverage: The District will provide acupuncture benefits for all unit members who work at least half-time.

6.2 Early Retirement Health Benefits: Effective 8/17/2017, any unit members hired will not be eligible for retirement health benefits.

6.2.1 An early retiree is a unit member who begins drawing early retirement from STRS prior to age 65.

6.2.2 Effective, June 1, 2006, a unit member who has provided a minimum of fifteen (15) continuous years of service to the District, who resigns directly from District service to enter STRS service retirement, and who is at least sixty (60) years of age on the effective date of resignation, shall be eligible, as of the date, to participate in the

District medical benefit plan(s). The District contribution for this plan shall be equal to the contribution rate for full-time active members of the bargaining unit, subject to that contribution and that plan being amended from time to time as a result of future negotiations. Eligibility will continue until the unit member reaches age 65 or becomes eligible for Medicare coverage, whichever occurs first.

## **ARTICLE 7: CLASS SIZE**

7.1 It is recognized that classes should ideally be maintained at a size and make up of pupils compatible with maximum instructional potential. It is also recognized that in a small school district, available facilities and financial resources demand the exercise of flexibility and understanding within reasonable guidelines.

7.2 The parties agree that class sizes will not normally exceed limits set by state law. However, the following shall serve as a guide:

Kindergarten - 30 average

Grades 1-3 - 30 average

Grades 4-5 - 30 average

Grades 6-8 - 30 average

7.3 In the event circumstances make compliance impracticable with the class size goals, teachers shall have the right to request review with recommendations as to adjustments. Some potential adjustments that the District may make at its discretion include but are not limited to the following:

- a) Employment of an aide(s)
- b) Re-organization/distribution of students
- c) Employment of additional teachers (depending upon space available and financial considerations).
- d) The District may apply to the State Department of Education for a waiver of class size limit(s) with the approval of the affected instructor(s) and Association President.

7.4 Specific attention shall be paid to the composition of combination classes pertaining to the selectivity and numbers of students as compared to the makeup of single grade classrooms.

## **ARTICLE 8: EVALUATION**

### **8.1 Responsibility**

8.1.1 The responsibility for evaluation of unit members rests with the administrative head of the school.

8.1.2 It is agreed by the parties that the principal objective of evaluation is to maintain and continuously strive for improvement in the quality of education in the District and to evaluate the performance of any unit member.

8.1.3 The unit member accepts responsibility to provide an appropriate opportunity for children to learn and present himself/herself as having the necessary skills, knowledge, and abilities to instruct and guide youngsters to learn at a pace in keeping with the standards of the District.

8.2 **Evaluation Procedures:** Evaluation documents contained in Appendix E shall be used. The evaluator shall evaluate the unit member in terms of his/her student progress toward meeting the augmented California Standards for the Teaching Profession as defined in Appendix E.

8.2.1 Probationary unit members shall be evaluated annually. Permanent unit members with nine (9) years or less in the District shall be evaluated at least every two years. Permanent employees with at least ten (10) years service with the school district are highly qualified, as defined in 20.U.S.C.Sec 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every 5 years. The evaluator and the permanent unit member being evaluated must agree to the five (5) year evaluation cycle and the unit member or the evaluator may withdraw consent at any time. Permanent unit members may choose an alternative/project based evaluation with the consent of the administration.

8.2.2 Sequence of evaluation events are as follows: The following timeline applies to Temporary and Probationary unit members. Permanent unit members who have received an unsatisfactory evaluation in the previous year and are at risk of not being rehired will also be evaluated using this timeline.

- By October 1 Evaluation procedures and forms reviewed with principal.
  - By November 30 Pre and post observation conference held; classroom observation conducted; observation summary delivered to teacher. Observation will be a minimum of 30 minutes. Principal will notify teacher at least seven (7) duty days prior to observation.
  - By March 1 Pre and post observation conference held; classroom observation conducted; observation summary delivered to teacher. Observation will be a minimum of 30 minutes. Principal will notify teacher at least seven (7) duty days prior to observation.
- Final Certificated Appraisal Instrument completed and last conference held at least 30 days prior to last day of school.

The following timeline applies to Permanent unit members evaluated under the standard evaluation procedure.

- By October 1 Evaluation procedures and forms reviewed with principal.
  - By March 1 Pre- and Post observation conference held; classroom observation conducted; observation summary delivered to teacher. Observation will be a minimum of 30 minutes. Principal will notify teacher at least seven (7) duty days prior to observation.
- Final Certificated Appraisal Instrument completed and last conference held at least 30 days prior to the last day of school.

8.3 Nothing in this Article shall be deemed to limit the right of the Public School Employer to observe and assess at any time the performance of any unit member.



- 8.4 Supplemental evaluations of a unit member may be written at any time deemed necessary by the immediate supervisor, or as requested by the unit member. These may be either for the purpose of commendation, or for the identification of areas of weakness and requirements for improvement. If a unit member receives any approval rating of need improvement or does not meet the augmented California Standards for the Teaching Profession, the evaluator shall develop a plan for improvement which includes specific recommendation for improvement and/or corrections. The evaluator shall conduct subsequent observation and assessments for development of follow-up supplemental evaluations. If subsequent remedial action eliminates the negative observation or deficiencies, the Plan for Improvement shall not become part of the Evaluation Summary Form, nor will it be placed in the personnel file. If deficiencies are not corrected, the Plan for Improvement will be attached to the Evaluation Summary Form.
- 8.5 Each unit member will receive his/her observation report at a conference with the evaluator. Such conference shall take place not later than five (5) duty days following the observation. Each unit member shall receive his/her summary evaluation no less than 30 days prior to the end of the school year. Unit members will sign and date the observation report or the summary evaluation report or the summary evaluation signifying only receipt of the report. One copy of the document shall be retained by the unit member, and one copy shall be retained by the evaluator for inclusion in the individual unit member's permanent record. No evaluation document or report shall become a part of the personnel record of any unit member without his/her having seen such material and received a copy thereof. If a unit member refuses to sign the documents, a witness may sign a statement, attesting to the unit member's refusal. The signature of the witness must be made in the presence of the unit member.
- 8.6 The established grievance resolution procedure of the District may be utilized for processing any disputes regarding application of the evaluations procedures only.
- 8.7 Alternative/Project Based Evaluation
- 8.7.1 The District and the Association share the belief that offering alternatives to the regular evaluation process will improve excellence in instruction by promoting the professional growth or school improvement.

- 8.7.2 The alternative/project based evaluation will be a plan or project developed by the unit member and designed to improve professional performance or enhance the school's learning environment.
- 8.7.3 The alternative/project based evaluation will replace the regular evaluation process for participating unit members.
- 8.7.4 The alternative/project based evaluation process is available to all teachers who have achieved permanent status and have a satisfactory rating on the last evaluation.
- 8.7.5 The process shall consist of the following:
  - 8.7.5.1 Meet with the principal to mutually develop the overall program and procedures to be followed, prior to October 1, using alternative/project based forms as found in Appendix E.
- 8.7.6 Approval for participation will be announced no later than October 1.
- 8.7.7 At the option of either the employee or the principal, and no later than December 1, participation in the alternative/project based evaluation process during the school year may cease. The evaluation process will then be as specified in Article 8.
- 8.7.8 Participants and the principal shall conduct at least two progress meetings prior to May 15. Participants shall submit written progress reports by January 31 and May 15 using the forms in Appendix E. The written progress reports and written response shall be filed in each participant's personnel file.
- 8.7.9 Nothing in this agreement shall be deemed to limit the right of the Public School Employer to observe and assess at any time the performance of any unit member.

## **ARTICLE 9: PERSONNEL RECORDS**

- 9.1 Upon request unit members may review their own personnel records in the presence of the Chief Administrative Officer at times other than during instructional hours. Upon request a copy of any personnel file material, exclusive of pre-employment materials, shall be furnished the unit member upon request.
- 9.2 No derogatory citizen complaint material shall be included in any unit member's personnel file, unless it is submitted as a written statement, signed and dated by the complainant and a copy thereof furnished to the unit member. The unit member shall have the right to answer in writing any complaints or other derogatory material filed, and such answer shall be attached to the file copy of the document.
- 9.3 Any citizen or parent complaint about an employee which the Administration believes is credible and which the Administration intends to pursue shall be reported as soon as reasonably practicable to the unit member. The unit member may request or the District may require a conference with the parent, principal and unit member. The unit member shall be permitted the right of full involvement and rebuttal to the allegation, with permission to use release time for processing same if necessary. Similarly a unit member alleging any violation of Board policy or misinterpretation of law has recourse to bring such allegation to the attention of the Board via the Superintendent.

**ARTICLE 10: PEER ASSISTANCE AND REVIEW (PAR)**

- 10.1 In accordance with Education Code section 44500 et seq., the parties have established the Dehesa Peer Assistance and Review Program to enhance professional development improve the quality of instruction, and to provide peer assistance and professional accountability.
- 10.2 The Peer Assistance and Review Panel shall be composed of two (2) teachers, selected by the Association and one (1) administrator appointed by the district. The Panel shall operate by consensus whenever possible. If consensus is not attainable, the Panel shall operate by majority vote. Except as indicated above, the Review Panel will adopt its own operating procedures.
- 10.3 Upon their selection, each Panel member shall be paid as follows:
- \$ 100.00 monthly (ten (10) months) for duties related to PAR  
OR  
Committee Leader rate for other duties determined by the Panel members.

Such compensation shall be for duties performed outside the regular workday.

## **ARTICLE 11: SAFETY CONDITIONS**

- 11.1 Unit members shall not be required to work under unsafe conditions or perform tasks which endanger their health, safety, or human rights. Any alleged violations of the conditions shall be reported to the immediate supervisor.
- 11.2 The unit member shall notify the supervisor who, in turn, shall report to the appropriate law enforcement authority any incident in which a school employee is attacked, assaulted, or threatened by any pupil. Failure to make such a report is a misdemeanor.
- 11.3 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel which is related to school activity or school attendance, shall be reported by the unit member to the immediate supervisor who shall investigate and complete required reports as soon as practicable -- under normal circumstances, within two (2) duty days.
- 11.4 The Board shall insure against the personal liability of the unit members for damages, death, injuries to a person, or loss of property caused by the negligent act or omission of the unit member when acting in the scope of his/her office of employment. Such insurance shall be maintained at a minimum of \$ 1,000,000.00. Employees shall be entitled to all reasonable expenses incident to litigation of resultant damage suits as set forth in the conditions of the insurance policy.
- 11.5 During the first four (4) weeks of each school year the District will provide each unit member with a copy of the current Negotiated Agreement and an employee handbook.
- 11.5.1 The District will provide the Association president with a copy of:
- 1) All current Dehesa School District Governing Board Policies.
  - 2) All revisions and additions of (1) upon their adoption by the Governing Board.
- 11.5.2 The District and the Association agree to set aside a designated location for unit member access to the most current versions of the following:
- 1) Governing Board Policy
  - 2) California Ed. Code
  - 3) Dehesa School District Employee Handbook



- 4) Current DTA Contract
- 5) Other materials as agreed upon by the parties

11.6 With advance approval by the immediate supervisor, unit members may bring their personal property and leave it on District premises. Personal property is defined as unit member materials or equipment used to enhance or to supplement the instructional program. Also included are items of a personal nature which are necessary for effective teaching (such as eyeglasses and wristwatches) excluding ornamental items and articles of clothing. If such property is stolen or damaged while on District premises, and without fault of the unit member, the District shall honor claim(s) for replacement or repair, as appropriate. The maximum claim paid shall be three hundred dollars (\$300.00) with a ten dollar (\$10.00) deductible borne by the unit member. Theft or damage to such personal property must be reported within one (1) working day of the time of discovery of the theft or damage. Property to be left on premises must be registered with and approval for same received from the immediate supervisor on the District prescribed form. The completed form should be returned to the District Business Office. The filing of claims shall require a statement of clear market value.

## **ARTICLE 12: REASSIGNMENT**

- 12.1 General Guidelines: A predominant consideration in the reassignment of unit members shall be the promotion of student welfare, best interests of the education program, and the District welfare as a whole. Within this context, the reassignment of unit members must be based upon factors which include training and experience, credentials, and personal and professional qualifications. Unit members' reassignment from one assignment to another shall be given consideration where possible to assure:
- 12.1.1 The best interests of the educational program.
  - 12.1.2 A balanced staff relative to training, experience and background.
  - 12.1.3 Consideration of unit member's preference.
  - 12.1.4 To balance and equalize class size in all classes due to changes in enrollment.
  - 12.1.5 Seniority shall be a consideration for processing a reassignment.
- 12.2 When a bargaining unit position becomes vacant, administration shall provide written notice of the vacancy to all staff not less than two weeks prior to filling of the vacancy.
- 12.3 If a unit member is selected to fill a vacancy, the resulting vacant position may be filled prior to the two week waiting period, provided that staff has had a reasonable opportunity to express interest in the position.
- 12.4 Teacher Initiated Reassignment: Unit members shall submit in writing any request for reassignment in response to an announced vacancy. Unit members who submit a request for reassignment shall be interviewed for the position prior to a selection of a non-bargaining unit member to fill the vacancy. Unit members shall not be denied reassignment for arbitrary or punitive reasons.
- 12.5 Administrator Initiated Reassignment: When deemed desirable and in the best interest of the District, the Superintendent/Principal may initiate a reassignment.

Prior to a final decision to reassignment being made, the Superintendent/Principal shall meet with the affected unit member(s) for the purpose of stating the rationale for the potential reassignment and offering an opportunity for discussion and input by the unit member(s). Within five (5) duty days, the unit member shall have the right to reconvene the meeting to provide the Superintendent/Principal with any additional information prior to a final decision on the potential reassignment.

The unit member shall be advised of the decision to implement an administrative reassignment as soon as is practicable for the following year, but, unless unusual and unforeseen circumstances, not later than June 1 of the current school year. The unit member may request a written explanation of the rationale for the reassignment.

Administrative reassignment shall not be made for arbitrary, capricious or punitive reasons.

- 12.5.1 Any unit member who is reassigned during the school year from one grade level to a different grade level (including combination classes) shall be granted two days release time and/or extra pay \$20 per hour/\$150 per day in order to prepare for the new grade level assignment.
- 12.5.2 Any unit member who is reassigned during the school year from one classroom to another classroom shall be granted one day release time in order to prepare the new classroom environment.
- 12.5.3 The unit member and the Superintendent/Principal shall mutually agree upon the date when the reassignment will take place.

## **ARTICLE 13: PROCEDURES FOR PROCESSING GRIEVANCES**

- 13.1 A grievance is an allegation by an employee, or group of employees, that there has been a violation, misapplication, or misinterpretation of the specific provision of this Agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement, so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 13.2 Before filing a written grievance, the grievant shall attempt to resolve the grievance by informal conference with their immediate supervisor.
- 13.3 Formal Level:
- 13.3.1 Level I: Within twenty (20) duty days from the time the grievant, or grievants, learned of the event, omission or condition, which gave rise to the grievance, it must be presented, in writing, to the immediate supervisor. No grievance may be filed or expanded more than thirty (30) duty days after the employee learned of the alleged action, incident, or omission.
- 13.3.1.1 The Supervisor shall communicate his/her decision in writing within ten (10) duty days after receiving the grievance. If the Supervisor does not respond within the time limits, the grievance may be appealed to the next level.
- 13.4 Level II:
- 13.4.1 In the event the decision at Level I does not satisfactorily resolve the problem(s), the grievant(s) may appeal to the Board of Education within ten (10) duty days. After receiving the appeal of a grievance, the Governing Board shall take the matter under study. At the request of the grievant(s), a conference shall be held. Such conference shall be held in closed session of that body. Within twenty (20) duty days following receipt of the grievance appeal, the Governing Board shall render their decision in writing.
- 13.5 Level III - Advisory Arbitration:
- 13.5.1 If the grievant(s) is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of the Board's written reply, the grievant(s) may submit the grievance to the Association which will determine whether the

matter may go to Level III. If the Association decides to pursue the matter, the parties shall request a list of arbitrators from the California Conciliation Service.

- 13.5.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.
- 13.5.3 The arbitrator is empowered to include in any recommendation financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the employer and the Association. If either party requests a transcription of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the employer and the Association.
- 13.5.4 An arbitrator shall be selected by the following procedure: A representative of the Association and the employer's representative shall select the arbitrator from the California State Conciliation Service list, by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) duty days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during the current school year. The odd-numbered grievances will give the employer first elimination; even-numbered grievances will give the Association first elimination.
- 13.5.5 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Agreement. The jurisdiction of the arbitrator shall be confined to determination of the facts and the interpretation of the provisions of the contract. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.



13.5.6 Within thirty (30) days after conclusion of the hearings, the arbitrator shall render an advisory decision, in writing, to the parties in interest.

13.5.7 Within fifteen (15) duty days of receipt of the advisory decision from the arbitrator, the Board shall meet and take action to accept or reject the recommendation. If the Board fails to act, the arbitrator's recommendation shall be implemented.

13.6 Rights of Grievant(s):

13.6.1 No reprisals of any kind will be taken by the Association or the Superintendent or by any member or representative of the Administration or the Board against any grievant(s), any party in interest, or any other participant in the grievance procedure by reason of such participation.

13.6.2 Prior to arbitration a unit member may be represented at all formal stages of the grievance procedure by himself/herself, or the Association.

13.6.3 When it is necessary for a representative or grievant(s) to investigate a grievance or attend a grievance meeting or hearing during the day, they, will be granted release time without loss of pay in order to permit participation.

13.6.4 In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is processed through Level III, neither the grievant(s), the Association, nor the District, shall make public either the grievance or evidence regarding the grievance.

13.6.5 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

## **ARTICLE 14: LEAVES OF ABSENCE**

- 14.1 Full Pay Leave of Absence for Illness or Injury: A teacher on a paid leave of absence shall be entitled to receive wages, credit for annual salary increments, fringe benefits, insurance, retirement credit appropriate to the leave, and to return to the same administrative unit and to the same assignment from which the teacher left, if that assignment still exists.
- 14.1.1 Unit members shall be entitled to ten (10) days of paid sick leave and such additional days as the Board may allow for illness or injury, for each school year of service. For any unit member employed after the beginning of the school year, the benefits of this section shall be prorated.
- 14.1.2 Unit members may use up to six (6) days in any school year for the illness of a member of the immediate family. Exceptions beyond immediate family may be granted with administrator approval.
- 14.1.3 No later than October 15 of each school year, the District shall provide each teacher with a written statement of his/her accrued sick leave total as of June 30 of the preceding school year as well as a statement of his/her sick leave entitlement for the current school year.
- 14.1.4 Unused sick leave shall accrue from school year to school year without limit.
- 14.1.5 Within the provisions of this Article, unit members may use accumulated sick leave at any time.
- 14.2 Extended Leave for Illness or Injury: After having exhausted all accumulated sick leave, a unit member employed full-time is entitled to five months' extended illness leave at the rate of fifty percent (50%) of his/her regular daily rate whether or not a substitute is used.
- 14.3 Verification of Illness or Injury: After six (6) consecutive days' absence due to illness or injury, the Superintendent/Principal may require a unit member to verify illness or injury by providing a physician's certification or a certificate from a person authorized by any well-organized church or denomination to treat people.
- 14.4 Maternity/Paternity Leave: An employee may request a leave of absence

for reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee (“maternity/paternity leave”), according to the provisions of the family medical leave act (FMLA).

#### 14.6 Jury and/or Witness Leave

14.6.1 A unit member called for jury duty in the manner prescribed by law, or required to appear in court other than as a litigant, or to appear as a witness in a court when subpoenaed by proper authority in response to an official order from another Governmental jurisdiction, not brought about through the misconduct or the connivance of the unit member, shall be granted leave. Such leave shall be paid up to that amount which equals the difference between the unit member's regular earnings and any amount received as pay from the court.

14.6.2 As an incentive for unit member to postpone jury duty, the District will pay the current short term substitute rate of pay for jury service postponed and performed during non-teaching days. This option is only for unit members who receive a summons for jury duty scheduled during their teaching year, and who normally would have a substitute teacher while absent. To qualify for this incentive, the unit member must:

- 1) Submit a letter to the Superintendent requesting this pay option; include a copy of the original jury service notice, and a statement indicating you have requested postponement of jury service to non-work days.
- 2) Upon completion of postponed jury duty, submit a signed validation form from the jury commissioner showing each day of jury service performed.

14.7 Leave of Absence Without Pay: At its discretion, the Board may grant a unit member an unpaid leave of absence for a minimum of one trimester and/or a maximum of one school year, provided that such leave commence and conclude on a trimester break. Such unit member may arrange to continue health and welfare benefits at his/her own expense, by contacting the District Office. If requested, an extension for not more than one additional year may be granted. The activity for which the leave is granted must involve the full-time equivalent of sixty (60) percent or more of the leave time granted. Such leaves shall include:



- 14.7.1 Advanced Study: A program of such study shall be outlined at the time of the request.
- 14.7.2 Travel: Plans for professional growth as a result of the travel must be submitted with the request.
- 14.7.3 Illness: A leave of absence for health reasons should be granted to a bargaining unit member for a minimum of one (1) trimester or one (1) school year, with extensions to be considered for not more than a total of thirty-nine (39) months. The unit member shall obtain written verification of the need for such leave from a competent medical authority recommending leave (based on the health needs of either the unit member or a member of the immediate family).
- 14.7.4 Employment Outside the District: Leave may be granted for the purpose of acquiring relevant teaching, supervisory, and/or administrative experience or other type of position directly related to education.
- 14.8 Bereavement Leave: An unit member shall be granted paid bereavement leave not to exceed five (5) days per occurrence. Such leave shall be granted only for the death of members of the immediate family. (Immediate family: mother, father, grandmother, grandfather, grandchild of the unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any dependent relative, or any person living in the immediate household of the unit member.) Exceptions beyond immediate family may be granted with administrator approval.
- 14.9 Personal Necessity Leave: During any school year, a unit member may use not more than seven (7) days of sick leave entitlement in the cases of personal necessity described below. (Education Code Section 44981.) The District-provided form for verification of personal necessity shall be forwarded within seven (7) days after the absence to the Superintendent for approval. This verification requirement applies to **subsections** below, except for Section 14.9.6 below.
- 14.9.1 Death, or serious illness of a member of his/her immediate family.
- 14.9.2 Accident involving the person or property or the person or property of a member of the immediate family of such an

emergency nature that the immediate presence of the unit member is required during the work day.

- 14.9.3 Appearance in court as a litigant or as a witness under an official order, with pay up to the difference between the unit member's regular pay and any amount received as a fee. The unit member shall return to work when released from court prior to noon of any duty day.
- 14.9.4 Serious or critical illness of a member of the immediate family, calling for the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the unit member is required during his/her work day.
- 14.9.5 One (1) day for funeral attendance for other than immediate family.
- 14.9.6 Other reasons of a compelling personal nature or any reason the unit member deems sufficiently important to be absent from duties.
- 14.9.7 Prior written notification shall be provided at least three (3) days in advance, if possible. Approval will be granted in the order of receipt of the requests.

#### 14.10 Professional Growth/In service

- 14.10.1. The Board may grant a leave of absence to a unit member after each seven (7) consecutive years of service in the District to engage in study, travel or research. Such activity shall be for the purpose of improving professional performance, inspiring creativity and adding concrete knowledge to the unit member's services with the District. Such leave shall be for one (1) year or one (1) trimester only, and shall be compensated at 50% of the unit member's regular salary for that period of time for which the leave is granted. Any and all fringe benefits shall be provided pro-rata on the same basis.
- 14.10.2 Applications for such leave shall be considered on the basis of merit and criteria for such consideration shall include training, experience, credential, personal and professional qualifications,

as well as the efficient operation of the District. No more than one (1) unit member will be granted this leave in any one year.

14.10.3 A unit member granted this leave shall agree to render service to the District after he/she returns from such leave for a duration of not less than twice the length of the leave taken. E.g.; if granted a one year leave, the unit member will render at least two (2) years of service upon return. The unit member shall furnish a suitable bond indemnifying the District against loss in the event that he/she fails to render the required services.

14.11 In service

14.11.1 Upon recommendation of the Superintendent/Principal, unit members may be granted released time without loss of pay to attend such in service workshops, subject matter conferences, etc. as are approved for professional growth.



14.12 Industrial Accident or Illness: An employee who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor on the district' accident and report form. Claims must be submitted by the employee promptly.

14.12.1 Unit members shall be eligible for leave of absence due to an industrial accident or illness. An Industrial accident or illness is one incurred in the performance of duty or aggravated by conditions encountered in the performance thereof, as determined by Workers' Compensation Insurance carrier or by the Industrial Accident Commission that an injury or illness was caused in the performance of duty or was aggravated by conditions encountered in performance thereof. Such leave shall commence on the first day of such absence. Such leave shall be for not more than sixty (60) duty days in any one fiscal year for the same accident or illness. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her from the same illness or injury. Such leave days shall not be accumulated from year to year. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave as defined by this agreement and the Education Code will then be used. If a unit member continues to receive temporary disability indemnity, the unit member shall be entitled to use only such of his accumulated sick leave, vacation, or other available leave as when added to the temporary disability indemnity award will result in no more than his full salary. Compensation for such leaves shall be paid in conformance with the Education Code. All leaves of absence for industrial accident or illness shall be subject to the regulations specified in the Education Code and this agreement.

14.13 Miscellaneous Leave: A Unit member returning from any leave of up to one year's duration shall be entitled to return to the same or like position, unless otherwise agreed to at the beginning of such leave. All other benefits shall be restored, including but not limited to District insurance coverage and accumulated sick leave.

## **ARTICLE 15: SALARY**

15.1 Unit members shall receive the salary indicated by their appropriate placement on the salary schedule.

15.2 The salary schedule for members of the unit shall be as set forth in "Appendix A" with the following changes reflected: Increase salary schedule by 1% on and 1% off schedule retroactive to 7/1/2016, 4% increase on schedule effective 9/1/2017, and 6% increase on schedule effective 7/1/2018.

### **15.3 Placement on Schedule**

15.3.1 Unit members, who are in paid status for seventy-five percent (75%) of the work year shall be eligible for step advancement on the salary schedule. Unit members who are in paid status for less than seventy-five percent (75%) of the work year in successive school years, shall be eligible for step advancement upon the completion of a total number of work days that constitute seventy-five percent (75%) of the work year. (Example: Assuming the work year is 185 days, a step increase would be granted upon completion of 137 days of paid service over the course of two or more successive school years.) Credit shall be applied at the beginning of the subsequent school year.

15.3.2 Unit members may be given up to a maximum of ten (10) years credit for their public school teaching out of the District and may be allowed, as a maximum, to enter on Step 11.

15.3.3 All proposed units shall be submitted to the district prior to the commencement of course work. Units undertaken to count for salary advancement must be verified by official transcripts or other suitable documentation.

15.3.4 Those individuals in salary Range 1, 2 or 3 when advancing to a "frozen" step may, upon qualifying for the next highest range, move across and down to the step commensurate with their experience in the District.

### **15.4 Classification Requirements**

**Range 1** - B.A. or B.S. degree plus 15 semester units from an accredited college or university.

- Range 2** - B.A. or B.S. degree plus 30 semester units from an accredited college or university.
- Range 3** - B.A. or B.S. degree plus 45 semester units from an accredited college or university.
- Range 4** - B.A. or B.S. degree plus 60 semester units from an accredited college or university or M.A. degree
- Range 5** - B.A. or B.S. degree plus 75 semester units from an accredited college or university or M.A. degree plus 15 semester units from an accredited college or university.
- Range 6** - B.A. or B. S. degree plus 75 semester units from an accredited college or university **and** an M.A. degree from an accredited college or university, **or** M.A. degree plus 30 semester units from an accredited college **or** university.

15.5 Longevity: Any unit member who completes fifteen (15) years of service in the District shall receive a longevity increment of \$1500.00 added to the unit member's basic salary, beginning with the sixteenth (16th) year. Any unit member who completes eighteen (18) years of service in the District shall receive an additional longevity increment of \$1500.00, beginning with the nineteenth (19th) year of such service. Any unit member who completes twenty-one (21) years of service in the District shall receive an additional longevity increment of \$1500.00, beginning with the twenty-second (22nd) year of such service. Any unit member who completes twenty-four (24) years of service in the District shall receive an additional longevity increment of \$1500.00, beginning with the twenty-fifth (25th) year of such service.

15.6 Stipends: Stipends shall be paid as follows:

- 1) Yearbook - \$250.00
- 2) Student Council - \$350.00
- 3) Lead Teacher - \$4,000.00 Qualified candidates shall possess a Master's degree and must re-apply for the position (1) each school year. The District and the association have agreed to the attached job description for the Lead Teacher position.
- 4) Peace Patrol - \$350.00
- 5) Camp Teachers - Two days of compensation time. The time is to be mutually agreed to by the unit member and the principal.

The individuals selected to fulfill these positions will be selected by the principal. Yearbook and Student Council designees do not have to be unit members, both are voluntary.



EXTRA PAY RATE SHALL APPLY TO ALL WORKSHOPS, NOT TO INCLUDE IEP MEETINGS:

- 1) Meetings or Workshops which begin after 3:30P.M.
- 2) Meetings or Workshops which are held on Saturday
- 3) Meetings or Workshops which are held after the end of the work year.

Participants shall be paid \$30.00 per hour

Presenters/Leaders shall be paid \$35.00 per hour

15.7 Early Admission to Kindergarten: The EAK teaching position is a five (5) hour position daily for six months annually.

EAK Pay Scale:

Year 1 - Long term sub pay and benefits package

Year 2 - Long term sub pay plus \$5 per day and benefit package

Year 3 and - If there are 10 students who are 5 years old on the first day of school, the EAK thereafter teacher shall be placed at Step 1, Range 1 of the certificated salary schedule (67%) and receive benefit package.

15.8 New Teacher Induction Program (NTIP) or Beginning Teacher Support and

Assessment (BTSA) agreement: A unit member will be reimbursed the cost of (NTIP or BTSA) at the completion of the program with a signed agreement to stay employed at the District for a minimum of three (3) years.

## **ARTICLE 16: EFFECT OF AGREEMENT**

### **16.1 Savings and Closure Provisions**

16.1.1 Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction or by PERB in a matter within its jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause. It is understood and agreed that the provisions contained in this Agreement shall prevail over District policies and procedures and state laws to the extent permitted by law.

16.1.2 Any changes brought about by amendment or repeal of statutes incorporated into this Agreement shall be opened for negotiations within ten (10) days of the effective date of the amendment or repeal.

16.2 The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties hereto and may not be changed, added to, or deleted from, except by mutual consent, in writing, or by a procedure expressly set forth in this Agreement.

16.2.1 The District and the Association also mutually agree that this contract shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that only such issues shall be subject to meeting and negotiating or the grievance procedure during the term of this Agreement as are agreed upon by mutual consent, in writing, or by a procedure expressly allowing same stated in this Agreement.

16.2.2 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the public school employer and may not be a



subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any unit members or unit member organizations on any matter outside the scope of representation.

16.3 This Agreement shall remain in full force and effect through **June 30, 2019.**

16.3.1 In no event shall the District increase or decrease the number of teacher work days without the benefit of negotiations.

16.4 The parties agree the District and Association shall schedule monthly meeting to discuss matters of mutual concern related to school and contractual issues.

**ARTICLE 17: TERM OF AGREEMENT**

The term of this Agreement shall be from July 1 , 2016 - June 30, 2019

The Association and the District shall have the right to reopen this Agreement on matters relating to Article 6, Employee Benefits, Article 14, Salary and Appendix B, the Calendar, by giving notice by March 1, of each year during this Agreement. In addition, each party may choose two (2) additional Articles for negotiation. This agreement can be reopened on any Article at any time by mutual consent.

Negotiations shall commence under this section upon fulfillment of the public notice requirements of the EERA. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations.

In witness whereof the parties having duly ratified this contract and all of its provisions have therefore directed and caused this Agreement to be signed on their behalf by their duly elected and authorized representatives.

**DEHESA SCHOOL DISTRICT**

\_\_\_\_\_  
Nancy Hauer  
Superintendent

\_\_\_\_\_  
Date

**DEHESA TEACHER’S ASSOCIATION**

\_\_\_\_\_  
Lacey Rana  
President

\_\_\_\_\_  
Date

## **ARTICLE 18: SCHOOL CALENDAR/WORK YEAR**

- 18.1 The work year shall consist of 185 days, of which 181 shall be student instructional days, and 2 shall be "additional work days" prior to the start of the school year. The first pre-school additional work day shall be reserved strictly for teacher preparation (i.e., no District meetings requiring teacher participation will be scheduled).
- 18.2 The work year shall include three (3) additional voluntary staff development days. Staff development days shall be as specified in former Ed. Code # 44579.4.

Should funding for staff development days in any future fiscal year result in allocation insufficient to provide compensation for three days, then the parties shall meet to agree upon the appropriate number of voluntary staff development days for that school year

## **ARTICLE 19: SHARED ASSIGNMENTS**

- 19.1 Bargaining unit members may submit a written application for a shared assignment. At least one of the requesting team must be a permanent employee. The application shall include a detailed plan for sharing of duties, responsibilities, and benefits package. The application and plan shall be submitted to the Superintendent/Principal by February 1, of the year preceding the school year in which the applicants desire to participate in the shared assignment.
- 19.2 Bargaining unit members shall be notified in writing of their shared assignment approval or disapproval by March 15. If the Superintendent/Principal does not approve the application or plan, reasons for the disapproval shall be provided to the bargaining unit members in writing.
- 19.3 A bargaining unit member with permanent status who is approved for a shared assignment shall be placed on an uncompensated leave for the portion of the assignment shared. E.G.; If the unit member works sixty (60) percent of a full-time assignment, he/she shall be placed on a leave of absence for the remaining forty (40) percent of the position.
- 19.4 A bargaining unit member with permanent status has the right to return to a full-time assignment at the conclusion of the approved period of shared assignment.
- 19.5 Shared assignment teachers will be provided one (1) benefit package. If a bargaining unit member waives the medical coverage he/she must provide proof of alternate medical coverage to the district. The shared assignment teachers will choose one of the following three benefit package options:
- (Option One)
- 19.5.1 One shared assignment teacher may waive his/her health benefits package to his/her shared teaching partner. This includes the entire benefits package, i.e., medical insurance, dental insurance, and vision insurance. Both teachers will receive life insurance.
- (Option Two)
- 19.5.2 One shared assignment teacher may waive to his/her partner any part of the benefits package. Both teachers will receive the full life insurance package. The team will decide how to divide the medical, dental, and vision benefits.

(Option Three)

- 19.5.3 A 50-50 shared teaching team may at their discretion share the medical, dental, and vision benefits 50-50. The District will pay 50% of each shared teachers' health benefits package and each member will pay the remaining 50%.
- 19.6 A bargaining unit member sharing an assignment shall receive a year's credit for salary schedule movement upon serving at least 75% of the regular work year. A bargaining unit member who works less than 75% of the regular work year shall receive a year's credit for salary schedule movement if combined service over consecutive years of shared assignments totals 75% of a regular work year. Credit shall be applied at the beginning of the subsequent school year.
- 19.6 Bargaining unit member who participate in a shared assignment shall be offered comparable employment in the event that the shared assignment will not continue the following school year. Assignments will be made in accordance with District procedures.
- 19.7 Bargaining unit members participating in a shared assignment shall be required to perform the complete range of adjunct duties required of a teacher in a full-time assignment.
- 19.8 The job partner who is on duty at the time of the staff development/school business meetings shall provide the required essential information to the partner who is not on duty at the time.
- 19.9 Each shared assignment team may be compensated for up to ten (10) additional work days annually. Each shared assignment proposal shall delineate how these ten (10) days will be scheduled.



**APPENDIX A: (CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE)**

**APPENDIX B: (SCHOOL YEAR CALENDAR)**

**APPENDIX C: (ADDENDUMS AND MOUs)**

**APPENDIX D: (EVALUATION FORMS)**





# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** **Tentative Agreement**  
between Dehesa and  
CSEA Article 11 Pay and  
Allowances

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** This is a new article to address payroll errors

**Report:** Procedures are being put into place to establish protocols for over and under payments of classified employees.

**Financial Impact:** N/A

**Student Impact:** N/A

**Recommendation:** Administration recommends ratification of the Tentative Agreement for Article 11 Pay and Allowances.

**Agenda Item #: VII.D.2**

rec'd 11/7/17  
@2:41 by district

# TENTATIVE AGREEMENT

By and Between

DEHESA SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS

DEHESA CHAPTER # 663

## Article 11: Pay and Allowances

### NEW Article

#### 11.13 Payroll Errors

##### 11.13.1 Underpayment:


Whenever it is determined that an error has been made in any classified employee's payroll or in the payment of any classified employee's salary resulting in an underpayment, the District shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

##### 11.13.2 Overpayment:

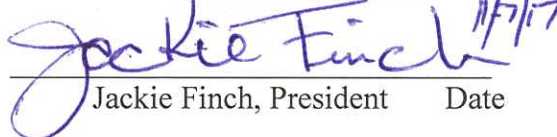
When it is discovered that an error in payment has occurred resulting in an overpayment to a CSEA member, the following procedure shall be followed along with relevant law:

- Notify member and CSEA of suspected error in payment resulting in the overpayment.
- Hold a conference with member and CSEA representative to produce evidence of suspected overpayment.
- When both parties agree that an overpayment has occurred, the parties shall attempt to negotiate a mutually agreed upon repayment plan.

Accepted by the Superintendent  
For the District

  
Nancy Hauer, Superintendent      Date

Accepted by CSEA President  
For the Association

  
Jackie Finch, President      Date

Accepted by CSEA LRR

\_\_\_\_\_  
Dan Ortiz, LRR

\_\_\_\_\_  
Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Tentative Agreement with  
CSEA Layoff and  
Reemployment Rights

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** Bargaining has been completed through June 30, 2019. Contract language needs to be updated.

**Report:** CSEA has added language in section 25.5.2.6 regarding bumping rights and 25.14 paid benefits.

**Financial Impact:** Financial impact would be determined at the time of the layoff.

**Student Impact:** N/A

**Recommendation:** Administration recommends ratification of the Tentative Agreement between CSEA and the District regarding Layoff and Reemployment Rights.

**Agenda Item #: VII.D.3**



rec. 11/11/17  
@ 4:49pm

**TENTATIVE AGREEMENT**  
2016/2017 THROUGH 2018/2019  
**By and Between**  
**DEHESA SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS**  
**DEHESA CHAPTER # 663**  
New Article

**ARTICLE 25 ~~Term of agreement:~~ LAYOFF AND REEMPLOYMENT RIGHTS**

25.1 Layoff procedures and reemployment rights shall be in accordance with applicable law.

25.2 Definitions:

25.2.1. "Classification" is a position within the classified service that has a defined job description and title, number of hours per day, number of hours per week, number of days per week, and number of months per year as adopted by the Governing Board.

25.2.2. "Seniority" is the length of service within a classification, plus higher classification. Length of service shall be determined by date of hire.

25.2.3. "Higher classification" means higher placement on the classified salary schedule. As between two classifications with the same placement on the classified salary schedule, "higher classification" means, in order of priority, longer length of work year, higher number of hours per week, and higher numbers of hours per day.

25.2.4. "Layoff" shall include an involuntary separation from the classified service, separation from a particular classification, or reduction in the number of assigned months, days, or hours for a classification due to lack of work or lack of funds.

25.2.5. "Displacement rights" are defined as the ability of employees with greater seniority within a classification to take the position of employees with less seniority within a classification subject to certain displacement rules. "Displacement rights" are sometimes referred to as "bumping rights."

25.2.6. "Layoff Resolution" is the document adopted by the Governing Board that identifies the justification for layoff ("lack of work" or "lack of funds" or both.), the classifications to be eliminated or reduced, and the timeline of events.

25.2.7. "Days" means calendar days.

25.2.8. "Working days" means days the District Office is open for regular business.

25.2.9. "Notice" means the written notification provided to employees who will be laid off which describes the rationale for the layoff, displacement rights (if any), and reemployment rights.

25.2.10. "Reemployment" means return of the rights and benefits of the classification from which an employee was laid off.

25.2.11. "Qualifications" means the duties and standards adopted by the Governing Board for a particular classification, and the actual duties and tasks performed by incumbents of the classification as identified by the District. The "qualifications" of an employee may be determined through promotional examination.

25.2.12. "Job family" is a group of classifications with similar qualifications.

25.2.13. "Total District Seniority" is the length of service of an employee in any classification in the District dating back to the employee's initial engagement with the District as a classified employee or return to the District as a classified employee following a break in service.

### 25.3 Notice of Layoff

25.3.1 Following adoption by the Governing Board of a layoff resolution, the Association shall receive a copy of the layoff resolution and a list of employees affected by the layoff. The Association may thereafter demand to negotiate as defined in Section 13.0.

25.3.2 Following adoption by the Governing Board of a layoff resolution, the District shall provide affected employees at least 60 days written notice. Such written notice shall include an election form for the unit member to indicate whether he or she wishes to exercise displacement rights, if any.

25.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, or layoff for lack of work resulting from causes not foreseeable or preventable by the District, without the notice required by subdivision 3.1 (See Education Code section 45117(d)(1)-(d)(2)).

### 25.4 Order of Layoff

25.4.1 The order of layoff within a classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

25.4.2 In the event of a tie, the employee with the greatest total District seniority shall be deemed to possess greater seniority. In the event a tie still exists, order of layoff shall be determined by lot.

25.4.3 Reemployment shall be in the reverse order of layoff.

## 25.5 Employee Rights

25.5.1 Each affected employee within a classification shall receive a layoff notice.

25.5.2 Displacement rights are limited to the following options, which shall, to the extent applicable, be listed on the election form provided with the notice of layoff:

25.5.2.1 Accept the layoff.

25.5.2.2 Displace the least senior employee with equal months per year, days per week, hours per week, and hours per day in the same classification.

25.5.2.3 Displace the least senior employee with fewer months per year, hours per week, or hours per day in the same classification.

25.5.2.4 Displace the least senior employee with equal months per year, days per week, hours per week, and hours per day in a lower classification in which the employee has established seniority and possesses greater seniority rights.

25.5.2.5 Displace the least senior employee with fewer months per year, hours per week, or hours per day in a lower classification in which the employee has established seniority and possesses greater seniority rights.

25.5.2.6 An Employee may bump another employee with less seniority in order to retain maximum work hours

25.5.2.7 Subject to the rights of other laid off employees, move into a vacancy for which the employee is deemed qualified. In the event two or more laid off employees are deemed equally qualified for a vacancy, total district seniority in the District shall decide.

25.5.2.8 Apply for any other vacant positions.

25.5.2.9 Each employee being laid off or displaced shall make this selection in order of seniority.

25.5.2.10 Affected employees shall not be permitted to displace more than



one employee, unless the employee is subject to layoff in more than one classification.

25.6 The election form required by this Article shall be returned within ten (10) working days. Thereafter, the District will schedule a meeting with each employee who has returned the form indicating that he or she wishes to exercise displacement rights. The layoff, displacement and reemployment process and rights will be explained and any necessary information will be provided. The employee shall be entitled to representation.

#### 25.7 Reemployment Rights

25.7.1 As provided in Education Code section 45298, employees who are laid off shall have reemployment rights for any vacancies in their classification for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. Employees who are layoff also shall have the right to participate in promotional examinations.

25.7.2 If as a result of the exercise of rights specified above, an employee who takes a voluntary demotion or reductions in assigned time, the unit member shall be granted the same rights specified in 7.1 and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided, that the same tests of fitness under which they qualified for appointment to the classification still apply.

25.8 Employees who takes voluntary demotion or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former classification or to positions with increased assigned time as vacancies become available and without limitations of time. However, if there is a reemployment list, they shall be ranked on that list in accordance with their proper seniority.

25.9 Employees recalled from layoff shall be reinstated at their prior salary schedule step, and shall be credited with their prior district service for all other purposes in this Agreement, including seniority and longevity-based benefits.

25.10 Retirement in lieu of layoff: An employee, if eligible, may elect to accept a retirement in lieu of layoff pursuant to Education Code section 45115. If he or she subsequently accepts, in writing, a position within the District during the 39-month period of preferred reinstatement rights, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his or her request for reinstatement from retirement.

25.11 Employees on the reemployment list shall have the first right of refusal to substitute assignments and short-term assignments in the classification from which they were laid off or in any other classification for which they were laid off or in any other classification for which they are qualified.

25.12. If Education Code sections 45101, 45114, 45115, 45117, 45298, and 45308 are amended or rescinded, either party may reopen negotiations on layoff procedures and at such time the parties will negotiate matter that are within the scope of negotiations pertaining to layoff and reemployment rights.

25.13. Upon demand by the Association, the District and Association shall meet and negotiate regarding the impacts and effects of the decision to layoff, and/or the impacts and effects of reductions in hours of specific classifications. This is the parties complete an full understanding with respect to the decision to layoff.

25.14 Upon separation due to layoff, affected benefited employees shall be provided with ninety (90) days of paid benefits.

## ARTICLE 26: Term of agreement

Accepted by the Superintendent  
For the District

Accepted by CSEA President  
For the Association

\_\_\_\_\_  
Nancy Hauer, Superintendent      Date

\_\_\_\_\_  
Jackie Finch, President      Date

Accepted by CSEA LRR

\_\_\_\_\_  
Dan Ortiz, LRR      Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** MOU between CSEA and Dehesa regarding District notice to CSEA of new hires

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The new law AB119 requires districts to provide time for CSEA to meet with new employees.

**Report:** AB119 provides requirements for Districts to provide CSEA information regarding new employees as well as time for CSEA to meet with new employees.

**Financial Impact:** N/A

**Student Impact:** N/A

**Recommendation:** Administration recommends ratification of the MOU between CSEA and the District for AB119.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
CHAPTER # 663**

**Memorandum of Understanding  
(AB 119)**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Dehesa School district (hereinafter, "District") and the California School Employees Association and its Dehesa Chapter #663 (hereinafter, "Union")

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- a. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail which will include the following information:
  - i. Full Legal Name
  - ii. Date of Hire
  - iii. Classification
  - iv. Site

**2. EMPLOYEE INFORMATION**

- a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
- b. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
  - i. First Name;
  - ii. Middle Initial;
  - iii. Last Name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job Title / Classification;
  - vi. Department;
  - vii. Primary Worksite Name;
  - viii. Work Telephone Number;

- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee;
- xvi. Last Four Numbers of the Social Security Number;
- xvii. Birth Date;
- xviii. Employee ID;
- xix. CalPERS Status;
- xx. Hire Date;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information above on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
  - i. First Name;
  - ii. Middle Initial;
  - iii. Last Name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job Title / Classification;
  - vi. Department;
  - vii. Primary Worksite Name;
  - viii. Work Telephone Number;
  - ix. Home Street Address (Incl. Apartment #);
  - x. City;
  - xi. State;
  - xii. ZIP Code (5 or 9 Digits);
  - xiii. Home Telephone Number (10 Digits);
  - xiv. Personal Cellular Telephone Number (10 Digits);
  - xv. Personal Email Address of the Employee;
  - xvi. Last Four Numbers of the Social Security Number;
  - xvii. Birth Date;
  - xviii. Employee ID;
  - xix. CalPERS Status;
  - xx. Hire Date;

### 3. NEW EMPLOYEE ORIENTATION



- a. "New Employee Orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days' notice in advance or orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.
  - i. In the event the District conducts a group orientation, CSEA shall have (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee. The CSEA Labor Relations Representative may also attend the orientation.
  - ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation.
- c. The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.
- d. The orientations session shall be held on District property, during the workday of the employee(s), who shall be on paid time.
- e. During the CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

#### **4. GRIEVANCE PROCEDURE**

- a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:
  - i. Only CSEA and its Chapter 663 can grieve this agreement.
  - ii. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved in expedited arbitration before a mutually agreeable arbitrator. If the parties are unable to

mutually agree within thirty (30) days, a list will be requested from SCMS for the parties to alternatively strike names until one remains.

- iii. The arbitrator's decision shall be final and binding on the parties.
- iv. The cost of the arbitrator shall be borne equally between the parties.

**5. DURATION**

- a. This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2019, and renew automatically if not reopened in writing by either party prior to renewal.

Accepted by the Superintendent  
For the District

Nancy Hauer 10/2/17  
Nancy Hauer, Superintendent      Date

Accepted by CSEA President  
For the Association

Jackie Finch 10/2/17  
Jackie Finch, President      Date

Accepted by CSEA LRR

Dan Ortiz 10/4/17  
Dan Ortiz, LRR      Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Tentative Agreement  
between CSEA and  
Dehesa regarding Article  
16 Leave of Absence

- Meeting Date: November 15, 2017
- Action
  - First Reading
  - Information
  - Presentation
  - Discussion
  - Public Hearing
  - Roll Call Vote Required

**Background:** Contract negotiations were settled through June 30, 2019. Contract language is still being finalized.

**Report:** Article 16 includes new language in 16.1.1, 16.4.1, 16.5, 16.5.2 and 16.6

**Financial Impact:** N/A

**Student Impact:** N/A

**Recommendation:** Administration recommends ratification of the Tentative Agreement between CSEA and Dehesa regarding Article 16 Leave of Absence.

rec 11/1/17

@ 449 pm

given to District  
District gave to  
CSEA revisions

**TENTATIVE AGREEMENT**  
2017/2018 THROUGH 2018/2019  
By and Between

**DEHESA SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS**  
**DEHESA CHAPTER # 663**

**ARTICLE 16: LEAVES OF ABSENCE**

~~16.1.1 Sick Leave: A unit member of the District shall be allowed sick leave for personal illness or injury under the conditions set forth below:~~

16.1.1 Sick Leave: Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Employees who are a victim of domestic violence, sexual assault, or stalking are also eligible. (Labor Code § 246.5)

"Family member" means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

16.4.1 Maternity / Paternity Leave : A unit member may request a leave of absence due to the birth of a child / grandchild of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Leave shall be taken within 1 year of said Child's birth/placement.

When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental obligations the unit member shall receive fifty percent (50%) differential pay for 12 workweeks of parental leave.

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section.

If a unit member seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes. However, the 12-weeks of paid parental leave shall only be available to members who exhaust all sick leave before the 12-week period.

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes so long as the unit member qualifies for such leave. .

16.5 Unpaid Parental Leave: A parental leave of absence without pay, not to exceed twelve (12) months, shall be granted to an employee for the purpose of child rearing as follows:

16.5.1 A male employee may request a leave to begin at any time between the expected birth of a child and one year thereafter. The male employee must be a biological parent or individual who will stand in loco parentis to the child.



16.5.2 An employee adopting or fostering a child may request a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

16.6 ~~This article was combined with 16.4 on 2/28/14~~

**Family Care Leave:** The District shall grant unpaid Family Care Leave. for situations not covered by other leave provisions of this Agreement, subject to the following.

An employee must have served in a regular position for not less than one (1) year in order to be eligible to take Family Care Leave.

The period of leave shall not be considered a break in service and the employee shall be entitled to return to the same classification as held prior to taking Family Care Leave.

The District shall require any employee applying for or granted Family Care Leave to provide the District such documentation as may be required to substantiate the justification for leave.

Allowable leave shall not exceed twelve (12) weeks in a one-year period.

Group health plan coverage and premium payments shall be maintained by the District on the same basis as if the employee were in paid status.

Leave may be utilized: a) for birth, adoption, or placement of a foster child with an employee; b) to care for a seriously ill child, grandchild, spouse, or parent, family member; c) for the employee's own serious health condition.

Accepted by the Superintendent  
For the District

*Nancy Hauer* 10/2/17  
Nancy Hauer, Superintendent Date

Accepted by CSEA President  
For the Association

*Jackie Finch* 10/2/17  
Jackie Finch, President Date

Accepted by CSEA LRR

*Dan Ortiz* 10/4/17 5:15 PM  
Dan Ortiz, LRR Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
and Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Ratification of Salary  
Schedules Effective  
9/1/2017

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

On August 17, 2017, the Dehesa Board of Trustees approved a 3 year tentative agreement for 2016-17 through 2018-19 with the Dehesa Teachers Association (DTA) and the Classified School Employees Association (CSEA). The agreement has resulted in a revision of salary schedules for all employment groups.

**Report:**

The attached salary schedules reflect the cumulative increase in salaries for 2016-17 of 1% (effective 7/1/2016), and 2017-18 of 4% (effective 9/1/2017) for Management, Certificated, Classified, and Confidential employment groups.

**Financial Impact:**

As previously disclosed on August 17, 2017 at the Public Hearing for Disclosure of Collective Bargaining Agreement, the total cost is \$76,409.00 for DTA, and \$52,335.00 for CSEA for all three (3) years.

**Student Impact:**

No Student Impact

**Recommendation:**

Administration recommends ratification of the attached salary schedules for Management, Certificated, Classified, and Confidential employment groups.













**DEHESA SCHOOL DISTRICT**  
**2017-18 SALARY SCHEDULE - CERTIFICATED**  
 Effective 9/1/2017

STEP	RANGE					
	1	2	3	4	5	6
	BA or BA+15	BA+30	BA+45	BA+60 or MA	BA+75 or MA+15	BA+75 W/MA or MA+30
1	39,905	41,501	43,164	44,888	46,685	48,553
2	41,501	43,164	44,888	46,685	48,553	50,496
3	43,164	44,888	46,685	48,553	50,496	52,514
4	44,888	46,685	48,553	50,496	52,514	54,617
5	46,685	48,553	50,496	52,514	54,617	56,799
6	48,553	50,496	52,514	54,617	56,799	59,072
7		52,514	54,617	56,799	59,072	61,435
8		54,617	56,799	59,072	61,435	63,890
9			59,072	61,435	63,890	66,447
10			61,435	63,890	66,447	69,105
11			63,890	66,447	69,105	71,869
12			66,447	69,105	71,869	74,746
13			69,105	71,869	74,746	77,734
14-15			71,869	74,746	77,735	80,843
*16-18			73,493	76,369	79,424	82,466
19-21			75,115	77,993	81,112	84,090
22-24			76,738	79,615	82,603	85,713
25			78,362	81,238	84,226	87,335

4% Increase Effective 9/1/2017

\*Longevity increments for ranges 3-6 of \$1,500.00 after completion of 15,18,21,24 years of District service

The EAK teacher shall be compensated at the long term substitute rate plus health benefits

Extra Pay Hourly: Extra Pay Shall Apply:

1. Meetings which begin at 3:30 p.m.
2. Meetings held on Saturday
3. Meetings held after the end of the work year

Substitute Rate: 115.00 per day

Long Term Rate: 125.00 per day



**DEHESA SCHOOL DISTRICT**  
**2017-18 Management Salary Schedule**  
**Effective 09/01/2017 (approved 8/17/2017)**

<b>Certificated Management</b>	<b>Grade</b>	<b>Rate</b>	<b>Step 1</b>
Superintendent	001	Monthly	9,821.24
		Annual	117,855.00
Principal	002	Monthly	7,454.55
		Annual	82,000.00

<b>Classified Management</b>	<b>Grade</b>	<b>Rate</b>	<b>Step 1</b>
Business Manager	001	Monthly	7,878.00
		Annual	94,536.00

**Dehesa School District**  
**2017-18 Salary Schedule - Confidential**

Effective 09/01/2017 (Approved 8/17/2017)

STEP	1
1	36,726
2	38,196
3	39,723
4	41,312
5	42,963
6	44,683
7	44,683
8	44,683
9	44,683
10	46,470
11	46,470
12	46,470
13	46,470
14	48,331
15	48,331
16	48,331
17	48,331
18	50,262
19	50,262
20	50,262
21	50,262
22	52,273



# DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: Policy Updates

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The Board policies are periodically updated in Gamut. The District is trying to maintain updated polices and not get behind as in previous years. The report section details the updates and deletions for this update.

**Report:** BP400 updated to include the local control and accountability plan (LCAP) as a comprehensive plan of the district and to emphasize the need for consistency among documents that set the direction for the district. BP/ AR460 both updated to delete references to 5 CCR 15497.5 (repealed) which formerly contained the LCAP template. The LCAP template continues to be approved by the State Board of Education and is available on the CDE web site. Policy also adds a definition of numerically significant student subgroups whose needs must be addressed in the LCAP. Regulation also deletes requirement to use the state's API as a measure of student achievement, as the API has been replaced by a new state accountability system. BP500 policy updated to reflect the new state accountability system (CA Dashboard), which consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority area addressed in the LCAP. BP/AR 520.2 and BP520.3 Title I Program Improvement Districts deleted. BP/AR 1113 Policy updated to clarify the district's responsibility to make district and school web sites accessible to individuals with disabilities; reflect laws prohibiting web site operators from using web site information to amass a profile about a student, engage in targeted advertising to students, or sell or disclose a student's information, including new law AB2799, 2016 which prohibits such activities for web sites used primarily for preschool and prekindergarten purposes; and clarify options relating to posting student photographs on district and school web sites together with their names.

**Financial Impact:** None

**Student Impact:** Effective governance has a significant impact on student achievement.

**Recommendation:** Administration recommends approval of the updated policies.

**Agenda Item #: VII.E.1**

# **Board Policy**

## **Comprehensive Plans**

BP 0400

### **Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement, provide stability in district operations, and be aligned to ensure consistency among district approaches for student academic growth and achievement.

Comprehensive plans adopted by the district shall include the local control and accountability plan (LCAP) and other plans required by law or determined by the Board to be in the best interest of the district. Such plans may describe anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 0430 - Comprehensive Local Plan for Special Education)
- (cf. 0440 - District Technology Plan)
- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 0500 - Accountability)
- (cf. 1112 - Media Relations)
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)
- (cf. 3543 - Transportation Safety and Emergencies)
- (cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
- (cf. 6171 - Title I Programs)
- (cf. 7110 - Facilities Master Plan)

The process for developing comprehensive plans shall include broad participation of school and community representatives. Committees may, and when required by law shall, be appointed to assist in the development of such plans. District comprehensive plans are subject to review and approval by the Board.

- (cf. 1220 - Citizen Advisory Committees)
- (cf. 2230 - Representative and Deliberative Groups)
- (cf. 6020 - Parent Involvement)
- (cf. 9130 - Board Committees)

School-level plans may be developed to meet the unique circumstances of individual school sites, provided that they are consistent with law, Board policies, district administrative regulations, the district vision, the LCAP, and other districtwide plans. School plans shall be

subject to review and approval of the Superintendent or designee, except when law or Board policy requires Board approval of the plan.

(cf. 0420 - School Plans/Site Councils)

Comprehensive plans shall be available to the public, and shall be reviewed and updated at regular intervals as specified within the plan or required by law.

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

35035 Powers and duties of the superintendent

35291 Rules (power of governing board)

39831.3 Transportation safety plan

52060-52077 Local control and accountability plan

56195-56195.10 Comprehensive local plans for special education

56205-56208 Requirements for special education plan

64001 Single school plan for student achievement, consolidated application programs

CODE OF REGULATIONS, TITLE 5

560 Civil defense and disaster preparedness plans

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

(6/85 2/98) 10/17

Policy  
adopted:

**DEHESA SCHOOL DISTRICT**  
El Cajon, California

# **Board Policy**

## **Local Control And Accountability Plan**

BP 0460

### **Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students, or as otherwise defined by the Superintendent of Public Instruction (SPI). (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific

actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

#### Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

#### Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)



Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

#### Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

#### Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the

County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

#### Monitoring Progress

The Superintendent or designee may report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

#### Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities, and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the SPI identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

CODE OF REGULATIONS, TITLE 5

15494-15497 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template  
Family Engagement Framework: A Tool for California School Districts, 2014  
California Career Technical Education Model Curriculum Standards, 2013  
California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013  
California Common Core State Standards: Mathematics, rev. 2013  
California English Language Development Standards, 2012  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
California School Dashboard: <http://www.caschooldashboard.org>

(4/15 3/17) 10/17

Policy  
adopted:

**DEHESA SCHOOL DISTRICT**  
El Cajon, California

# **Administrative Regulation**

## **Local Control And Accountability Plan**

AR 0460

### **Philosophy, Goals, Objectives and Comprehensive Plans**

#### Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)



Note: Pursuant to Education Code 52060, the LCAP must address student achievement as measured by specified indicators, including the Academic Performance Index (API), as applicable. However, the API has been replaced by the California School Dashboard, which examines the performance of schools, districts, and defined student groups on measures of academic performance, high school graduation rate, English learner progress, college/career preparation, suspension rate, and chronic absenteeism. Thus, item #1d below does not include the API. Districts may use data from the Dashboard, along with the other specified indicators, to develop goals related to student achievement.

d. Student achievement, as measured by all of the following as applicable:

(1) Statewide assessments of student achievement

(2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692

(3) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

(4) The English learner reclassification rate

(5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher

(6) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)

(cf. 6141.5 - Advanced Placement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6178 - Career Technical Education)

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6146.1 - High School Graduation Requirements)

f. School climate, as measured by student suspension and expulsion rates and other local

measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

(cf. 6159 - Individualized Education Program)

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

(cf. 0510 - School Accountability Report Card)

## Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

## Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template adopted by the SBE and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Goals and Actions Addressing State and Local Priorities" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

## Availability of the Plan

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP

on the district's web site. (Education Code 52065)

(cf. 1113 - District and School Web Sites)

(4/15 10/15) 10/17

Regulation  
adopted:

**DEHESA SCHOOL DISTRICT**  
El Cajon, California

# **Board Policy**

## **Accountability**

BP 0500

### **Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of the district and each district school. The Board shall regularly review the effectiveness of district programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals set forth in the local control and accountability plan (LCAP).

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 2140 - Evaluation of the Superintendent)
- (cf. 3460 - Financial Reports and Accountability)
- (cf. 4115 - Evaluation/Supervision)
- (cf. 4215 - Evaluation/Supervision)
- (cf. 4315 - Evaluation/Supervision)
- (cf. 6011 - Academic Standards)
- (cf. 6141 - Curriculum Development and Evaluation)
- (cf. 6190 - Evaluation of the Instructional Program)
- (cf. 9400 - Board Self-Evaluation)

District and school performance shall be annually evaluated based on multiple measures specified in the California Accountability and Continuous Improvement System as reported on the California School Dashboard.

- (cf. 6162.5 - Student Assessment)
- (cf. 6162.51 - State Academic Achievement Tests)

The district and each district school shall demonstrate comparable improvement in academic achievement for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students. (Education Code 52052)

The Superintendent may provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the LCAP.



(cf. 0510 - School Accountability Report Card)  
(cf. 1100 - Communication with the Public)  
(cf. 1112 - Media Relations)  
(cf. 1113 - District and School Web Sites)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

(cf. 0400 - Comprehensive Plans)  
(cf. 0420 - School Plans/Site Councils)  
(cf. 4141/4241 - Collective Bargaining Agreement)

#### Legal Reference:

##### EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability  
33400-33407 California Department of Education evaluation of district programs  
44660-44665 Evaluation of certificated employees  
51041 Evaluation of the educational program  
52052-52052.1 Public school performance accountability program  
52060-52077 Local control and accountability plan  
56366 Nonpublic, nonsectarian schools  
60640-60649 California Assessment of Student Performance and Progress

##### CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model, assessments  
15440-15464 Standards and criteria for fiscal accountability

##### UNITED STATES CODE, TITLE 20

6311 Accountability, state plan  
6312 Local educational agency plan

##### CODE OF FEDERAL REGULATIONS, TITLE 34

200.12-200.24 State accountability system  
200.30-200.48 State and LEA report cards and plans

#### Management Resources:

##### WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>  
California School Dashboard: <http://www.caschooldashboard.org>  
U.S. Department of Education: <http://www.ed.gov>

(10/13 10/15) 10/17

Policy  
adopted:

**DEHESA SCHOOL DISTRICT**  
El Cajon, California

# **Board Policy**

## **District And School Web Sites**

BP 1113

### **Community Relations**

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school web sites. The use of district and school web sites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

(cf. 0000 - Vision)

(cf. 0440 - District Technology Plan)

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6020 - Parent Involvement)

### **Design Standards**

The Superintendent or designee shall establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

The district's design standards shall address the accessibility of district and school web sites to individuals with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

### **Web Site Content**

The Superintendent or designee shall develop content guidelines for district and school web sites and assign staff to review and approve content prior to posting.

### **Privacy Rights**

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school web sites.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Telephone numbers and home and email addresses of students and/or their parents/guardians

shall not be published on district or school web sites.

(cf. 5125.1 - Release of Directory Information)

OPTION 2: Photographs of individual students shall not be published on district or school web sites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district web sites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school web sites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school web sites without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

No public safety official shall be required to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or his/her family. (Government Code 3307.5)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

- 35182.5 Contracts for advertising
- 35258 Internet access to school accountability report cards
- 48907 Exercise of free expression; rules and regulations
- 48950 Speech and other communication
- 49061 Definitions, directory information
- 49073 Release of directory information
- 60048 Commercial brand names, contracts or logos

BUSINESS AND PROFESSIONS CODE

- 22580-22582 Digital privacy
- 22584-22585 Student Online Personal Information Protection Act
- 22586 Preschool and prekindergarten privacy

GOVERNMENT CODE

- 3307.5 Publishing identity of public safety officers
- 6254.21 Publishing addresses and telephone numbers of officials
- 6254.24 Definition of public safety official
- 11135 Nondiscrimination; accessibility to state web sites

PENAL CODE

14029.5 Prohibition against publishing personal information of person in witness protection program

UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright

504 Penalties for copyright infringement

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 29

705 Definitions; Vocational Rehabilitation Act

794 Section 503 of the Rehabilitation Act of 1973; accessibility to federal web sites

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

104.1-104.61 Nondiscrimination on the basis of disability

COURT DECISIONS

City of San Jose v. Superior Court, (2017) 2 Cal.5th 608

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Management Resources:

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, May 26, 2011

Joint Dear Colleague Letter: Electronic Book Readers, June 2010

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Web Accessibility Standards:

<http://www.cde.ca.gov/re/di/ws/webaccessstds.asp>

California School Public Relations Association: <http://www.calspra.org>

U.S. Department of Education, Office for Civil Rights:

<http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Americans with Disabilities Act: <http://www.ada.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

(7/07 7/11) 10/17

Policy  
adopted:

**DEHESA SCHOOL DISTRICT**  
El Cajon, California



# **Administrative Regulation**

## **District And School Web Sites**

AR 1113

### **Community Relations**

#### Design Standards

The Superintendent or designee shall develop design standards for district and school web sites that include, but are not limited to, guidelines to ensure the clear organization of the material, readability of the font type and size, and simplicity of the navigation structure linking the content on the web site. Such standards shall take into consideration the ease of use on a wide range of devices.

In accordance with the requirements of the Americans with Disabilities Act and Section 504 of the federal Rehabilitation Act of 1973, district and school web sites shall contain features that ensure accessibility for individuals with disabilities, which may include, but are not limited to, captions for videos and multimedia presentations, text alternatives to images, provision of sufficient time to use the content, avoidance of flashing images, adequate contrast in visual presentations, and/or other features that meet applicable standards for web site accessibility. The Superintendent or designee shall regularly review district and school web sites and modify them as needed to ensure legal compliance with accessibility standards.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

#### Web Site Content

As applicable, district and school web sites shall provide current information regarding the district's mission and goals, district/school programs and operations, district/school news, agendas and minutes of Governing Board meetings, School Accountability Report Cards, school calendars, and links to educational resources.

(cf. 0440 - District Technology Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 9322 - Agenda/Meeting Materials)

With approval of the principal, individual teachers may create web pages linked to the district or school web site to provide information pertaining to class assignments, expectations, and activities.

Student work may be published on district or school web sites provided that both the student and his/her parent/guardian provide written permission or the work is part of an existing publication such as a school newspaper.

Any copyrighted material to be posted on a district or school web site shall be submitted to the Superintendent or designee together with the permission of the copyright owner to reprint the material. Any copyrighted material submitted without the copyright owner's permission shall only be posted on a district or school web site if the Superintendent or designee determines that the material is in the public domain or that the intended use meets the criteria for fair use or another exception pursuant to 17 USC 107-122. When any copyrighted material is posted, the web site shall include a notice crediting the copyright owner and, as necessary, shall note that permission to reprint the material was granted.

(cf. 4132/4232/4332 - Publication or Creation of Materials)  
(cf. 6162.6 - Use of Copyrighted Materials)

Whenever a district or school web site includes links to external web sites, it shall include a disclaimer that the district is not responsible for the content of external web sites.

### Roles and Responsibilities

Any employee assigned as a district or school webmaster shall be responsible for the uploading of material to the web site(s) upon approval of the Superintendent or designee. He/she shall review district and school web sites to ensure consistency with district standards, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed.

The Superintendent or designee may assign additional staff members to conduct editorial reviews of all materials submitted for publication on district or school web sites and to make corrections as needed in spelling, grammar, or accuracy of content.

The Superintendent or designee shall provide staff development opportunities related to district content guidelines, design standards, and accessibility laws and standards to district communications and technology staff, district and school webmasters, and/or other appropriate staff.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

### Security

The Superintendent or designee shall establish security procedures for the district's computer network to prevent unauthorized access and changes to district and school web sites. To the extent possible, the host computer(s) shall be in a lockable room with restricted access.

(3/00 7/11) 10/17  
Regulation  
adopted:

**DEHESA SCHOOL DISTRICT**  
El Cajon, California

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum  
Business Manager

**Subject: Ratification of  
Employment Contract for  
Superintendent and  
Business Manager**

Meeting Date: November 15, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

The recent contract settlement with both bargaining units of the Dehesa School District has affected the conditions of both contracts in the areas of salary and benefits.

**Report:**

The attached employment contracts include the salary adjustment effective September 1, 2017 and the increase of the life insurance benefit to \$85,000.00 for management employees.

**Financial Impact:**

Increase in salary for 2016-17 and 2017-18 results in a net cost of \$10,190.88.

Increase in life insurance premium is a net additional cost of \$63.00 per year.

**Student Impact:**

None

**Recommendation:**

Administration recommends ratification of the attached employment contracts for the Superintendent and Business Manager.

**EMPLOYMENT CONTRACT  
BETWEEN NANCY HAUER  
AND THE DEHESA SCHOOL DISTRICT**

This Employment Contract ("Contract") is by and between NANCY HAUER ("Superintendent") and the Governing Board ("Board") of the DEHESA SCHOOL DISTRICT ("District").

NOW, THEREFORE, Board offers, and Superintendent accepts, employment as District Superintendent.

FURTHERMORE, in consideration of the foregoing and of the terms and conditions set forth herein, Board and Superintendent hereto agree as follows:

**Contract Term**

1. Board employs Superintendent commencing on July 1, 2017 and ending on June 30, 2020, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein by law.
  - 1.1 Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement will be extended for an additional year, so long as the term of this Agreement does not at any time exceed four years. An extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.
2. The District shall provide the Superintendent with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code: 35031.

**Work Year and Hours of Work**

3. Superintendent shall render twelve (12) months of full and regular service to District with the exception of vacations, District-approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

**Compensation**

4. Superintendent is employed as a full-time employee of District with an annual salary of \$117855.00. The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be \$481.04.
  
5. The Superintendent shall receive annual increases in salary as may be agreed to by the Superintendent and the Board and also included in this agreement. The Board may agree to provide the Superintendent with additional increases in the Board's sole digression. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.
  
- 5.1 ~~The Superintendent shall receive each year of the Term of this Agreement a (four) 4% increase to the Superintendent's salary beginning July 1 of each school year. This increase shall be in addition to any other increases approved by the Board. This increase shall be based on the same percentage increase as found in the certificated teacher's salary schedule.~~

### **Fringe Benefits**

#### Medical, Dental and Vision Insurance

6. During his/her employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected. Should the Superintendent retire from the District after fifteen (15) years of service, the District agrees that it shall continue to pay all premium costs for all such health, vision and dental insurance plans for the Superintendent until age sixty-five (65).

#### Life Insurance

7. On behalf of Superintendent, District shall purchase an eighty-five thousand dollar (\$85,000.00) term life insurance policy with the beneficiary for such policy to be selected by the Superintendent.

#### Retirement Contribution

8. Superintendent is responsible for his or her share of contributions to CALSTRS.

## Work Related Expenses

### Reimbursement for work related expenses

9. District shall reimburse Superintendent for all documented ordinary and necessary expenses, including mileage reimbursement, incurred relative to employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.
10. District will provide a \$40.00 per month cell phone stipend as it is expected that the Superintendent will need to be contacted outside of business hours.

### Professional Dues

11. District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA), American Association of School Administrators (AASA) and one local service club. The District shall also pay on behalf of the Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that the Superintendent's judgement relate to the benefit and welfare of the District.

### Technology Devices

12. At its sole discretion, Board shall provide to Superintendent, at District expense, a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.
13. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

14. Superintendent will be given a \$40.00 per month cell phone stipend.

## Leaves



### Illness Leave

15. Superintendent shall accrue illness leave at the rate of twelve (12) days per year.

### Vacation

16. Superintendent shall accrue paid vacation at the rate of twenty-two (22) days per year, exclusive of the paid holidays provided by law or policy to 12-month certificated management employees. Superintendent may accrue the same number of vacation days as certificated management employees. Once this maximum accrual level is reached, fifty-two (52) Superintendent will cease accruing additional vacation until his or her balance falls below this level. Upon termination of this Agreement, the Superintendent shall be entitled to full compensation for earned but unused vacation at the salary rate effective at the termination.

### Personal and other leaves

17. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

### **Professional Development**

18. District shall provide the release time and related expenses for Superintendent. To support the new Superintendent's success the District will provide the release time and related expenses for the Superintendent to participate in the following ACSA programs: New Superintendent's workshop (1<sup>st</sup> year), Leading the Leaders and the Superintendent's Symposium.
19. District shall provide the release time and related expenses for Superintendent to participate in the following operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations.

### Tier One (Within first 12-18 months of tenure)

- 17.1 Superintendent and the newly formed governance team may participate in a CSBA Good Beginnings workshop within the first ninety (90) days of the Contract.
- 17.2 Superintendent may attend CSBA's Institute for New and First Term Board Members with the newly elected member(s) of the governance team within the first year of the Contract.

- 17.3 Superintendent and a majority of Board (or those newly elected, or who have not already participated) attain their Masters in Governance certificate through participation in CSBA's Masters in Governance Program within the first eighteen months of the Contract.

Tier Two (18 months - 3 years of tenure)

- 17.4. Superintendent and a majority of Board may attend CSBA's Annual Education Trade Show Conference
- 17.5 The Executive Assistant to Superintendent participate in CSBA's Training for Executive Assistants scheduled in conjunction with the Annual Education Conference and Trade Show (or at a regionally scheduled session) in order to enhance their effectiveness in support of the governance team.
20. Superintendent and Board may engage CSBA's Governance Consulting Services as a follow up to the Good Beginnings Workshop.
21. Superintendent may schedule a policy development workshop through CSBA's Policy Services to ensure that Board policies are both relevant and in compliance.

**General Duties**

Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

20. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his or her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.
21. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to District and make student learning and student success his or her highest priorities. Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

22. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.
23. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.

#### **Administrative and Board-Related Duties**

24. Superintendent shall establish and maintain positive community, staff, and Board relations.
25. Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.
26. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.
27. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.
28. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.
29. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.
30. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.
31. Superintendent or designee shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.
32. Annually, Superintendent or designee shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.

33. Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.
34. Superintendent shall have such other duties properly delegated to him or her by Board policies or by other Board actions.

#### **Personnel Duties**

35. Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts as well as Board policies and regulations.
36. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.
37. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He or she shall also be responsible to periodically evaluate or cause to be evaluated all District employees.
38. Superintendent shall provide leadership and direction in negotiations with all labor groups.

#### **External Relation Duties**

39. Superintendent shall represent the District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.
40. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.
41. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 9 and 10 of the Contract.
42. Superintendent shall regularly report to Board on all external relations activities.

#### **Other Duties**

### Driver's License

43. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

### Additional Duties

44. Superintendent shall carry out all lawful activities as directed by Board from time to time.

### **Evaluation**

45. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 45 through 49, inclusive.
46. The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established no later than the first meeting of the board in September of each year.
47. The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent. Such meeting shall be conducted in closed session unless mutually agreed on otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether the Superintendent has performed, in the Board's judgement satisfactory or unsatisfactory.
48. An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.
49. Prior to June 30 of each year,
  - 49.1 The Board will provide a formal evaluation of the Superintendent's performance once annually.
  - 49.2 The Board and Superintendent shall agree upon a written evaluation format which provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations shall be used during the term

- 49.3 If the Board concludes that the Superintendent's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.
- 49.4 The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.
- 49.5 The evaluation of Superintendent by Board will be in writing. A copy of the evaluation will be provided to the Superintendent.
50. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 51 through 62, inclusive.

#### **Contract Renewal or Extension**

51. There may be a renewal or extension of the Contract. Should Board desire Superintendent to continue as Superintendent beyond the term of the Contract, the Parties may negotiate and execute a new contract.

#### **Contract Non-Renewal**

##### Notice

52. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one year.

#### **Termination for Cause**

53. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- 52.1 Failure by Superintendent to possess or maintain a valid California Administrative Credential.



- 52.2 Suspension or revocation of Superintendent's California Administrative Credential.
  - 52.3 Neglect of Duty
  - 52.4 Physical or mental inability of Superintendent to perform his or her duties
  - 52.5 Material breach of the Contract
  - 52.6 Any other legally permissible reason
54. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he or she is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.
55. Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.
56. Upon grounds set forth in the California Education Code for the termination of a permanent certificated employee, the Superintendent shall be entitled in the event that the District contends there is any such basis to terminate Superintendent for cause to the rights provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code 44930 et see, including but not limited to, those provisions set forth in Education Code 44944, which provision shall apply with respect to any such attempted termination of the Superintendent or

- 55.1. The Superintendent has been unable to perform all or substantially all of the Superintendent's duties due to illness or other disability for a period of four (4) consecutive months, and it is medically determined that the Superintendent is permanently disabled from performing all or substantially all of the duties of the Superintendent. Any time a question exists as to the Superintendent's ability to perform his/her duties, the Board may require that the Superintendent undergo a comprehensive medical examination in accordance with the provisions of this agreement. Such examination shall occur within two weeks of the date written notice is given to the Superintendent that the Board is exercising its right to an examination as provided in this section. The physician will be chosen by the Superintendent and the written report shall be submitted within one week of the appointment.
56. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under the Contract.
57. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

#### **Termination**

58. Notwithstanding any other provision of the Contract, Board, without cause, in its sole discretion, shall have the right to unilaterally terminate this Agreement without upon the provision of written notice of such termination to the Superintendent. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his or her base salary and medical/dental/vision and other benefits provided under the Contract for either twelve (12) months or the number of months remaining on the Contract, whichever is less. Such termination payments shall be paid on the same installment basis as the Superintendent's current salary unless both parties have mutually agreed to another form of compensation.
59. The compensation set forth in Paragraph 58 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

#### **Termination by Mutual Consent**

60. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration.

- 60.1. The Superintendent may terminate his/her obligations under this Agreement by giving the District at least forty-five (45) days written notice.
- 60.2. Upon the death of the Superintendent.

#### **Termination by Death**

61. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

#### **Liability for Taxes**

62. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

#### **Superintendent Indemnification**

63. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.
64. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District.
65. In no event will any individual Board member be personally liable for indemnifying Superintendent.

#### **General Provisions**

##### Full and Complete Contract

66. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by Superintendent and Board President after Board approval.

##### Entire Contract

67. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

#### Applicable Laws

68. Except as modified or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

#### Construction

69. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

#### Delivery of Notices

70. All notices permitted or required under the Contract shall be given to Superintendent at the following address: 4612 Dehesa Rd. El Cajon, CA 92019

71. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### Headings

72. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

#### Attorney's Fees

73. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

### Severability

74. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

### AB 1344

75. If Superintendent is convicted of a crime involving abuse of his or her office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.
76. Pursuant to Government Code Section 53243.2, any funds received by Superintendent from District resulting from Board's decision to terminate Superintendent without cause pursuant to Paragraphs 59 and 60, inclusive, shall be fully reimbursed to District if Superintendent is convicted of a crime involving the abuse of his or her powers of office. If District funds the criminal defense of Superintendent against charges involving the abuse of his or her office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse District for all District funds paid for Superintendent's criminal defense.

### Governing Law and Venue

77. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving San Diego County, State of California.

### No Assignment

78. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

### Conflict with Board Policies

79. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE DEHESA SCHOOL DISTRICT:

Cynthia White, Board President	_____	_____
	Signature, Board President	Date
Karl Becker	_____	_____
Christina Becker	_____	_____
Mark Zacovic	_____	_____

I, Nancy Hauer, accept Board’s offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as Superintendent of the Dehesa School District.

_____	_____
Signature, Superintendent	Date

April 2016

Revised 11/15/2017



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EMPLOYMENT AGREEMENT BETWEEN  
THE  
**DEHESA SCHOOL DISTRICT**  
AND  
**ANNA BUXBAUM**

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**Contract**

**THIS AGREEMENT** is made on December 21, 2016 and revised on November 15, 2017 by and between the Governing Board of the Dehesa School District ("District" or "Board") and Anna Buxbaum.

1. **Term:** District hereby employs Anna Buxbaum as Business Manager beginning January 4, 2017 — June 30, 2019 subject to the terms and conditions set forth below.

2. **Salary:**

- a. The Business Manager's annual base salary shall be \$94,536.00 payable in twelve (12) equal monthly payments. The Board and Business Manager agree to pay the respective Retirement System contribution on the total creditable compensation.

At any time should the Budget or Interim Financial reports of the District indicate, or show signs of fiscal distress, the employee's salary may be reduced.

- b. Based upon a satisfactory annual evaluation as determined by the Superintendent, the Governing Board may grant annual increases in salary and other compensation to the Business Manager. Such increases shall be considered part of the Business Manager's total creditable compensation.
- c. The Business Manager is considered to be a member of the Senior Management team.

3. **Duties:**
  - a. The Business Manager's Duties are assigned as per the Business Manager's Job Description.
  
4. **Fringe Benefits:** The Business Manger shall be afforded the following fringe benefits of employment:
  - a. The Business Manager shall receive health and welfare benefits as granted to the district's management employees.
  - b. The District shall provide a separate \$85,000.00 (eighty-five thousand dollar) term life insurance policy. Proceeds of this policy are to insure to the benefit of a beneficiary named by the Business Manager.
  
5. **Memberships:** The District shall pay individual membership for the Business Manager in the following organizations:
  - a. California Association of School Business Officials (CASBO)
  - b. An organization as selected by the Business Manager.
  
6. **Expense Reimbursement:** The District shall reimburse the Business Manager for all actual and necessary expenses incurred by her within the scope of her employment. For reimbursement, the Business Manager shall submit an expense claim supported by appropriate written documentation verifying the contents of the claim prior to reimbursement.
  
7. **Professional Meetings:** The Business Manager, by notifying the Superintendent, shall attend appropriate professional meetings at the local and state levels. Expenses so incurred shall be reimbursed to the Business Manager in accordance with applicable District policies.
  
8. **Vacations:** The Business Manager shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by the Agreement, except that the Business Manager shall be entitled to annual vacation with pay, exclusive of holidays as defined in Education Code sections 37220 and 37221. Vacation shall be granted at the rate of twenty-two (22) days per year. Upon termination of this Agreement,

the Business Manager shall be entitled to full compensation for earned but unused vacation at the salary rate effective at the time of termination. Vacation time may be accumulated from year-to-year, but in no event may more than one year's vacation be carried forward from one year to the next. In the event earned and accumulated vacation reaches a total of fifty-two (52) days, further accrual of vacation days will cease until accumulated vacation is used; at that time vacation accrual recommences until a maximum of fifty-two (52) days is again reached.

9. **Sick Leave:** The Business Manager shall accrue sick leave at the rate of twelve (12) days per year. Sick leave may be accumulated without limit.
  
10. **Evaluation:** On or before June 1 of each year, a written evaluation of the Business Manager's performance, as per the District Classified Performance Agreement, shall be prepared by the Superintendent. A copy of the written evaluation shall be given to the Business Manager and a copy of the evaluation shall be placed in the Business Manager's personnel file.
  
11. **Termination of Agreement:**
  - a. **Mutual Consent:** This agreement may be terminated by the mutual consent of the parties at any time.
  
  - b. **Termination for Cause:** This agreement and all of the Business Manager's rights as a District employee may be terminated by the Board at any time for, but not limited to, breach of contract, and any ground enumerated in Education Code sections 44932 or 44933, or upon the Business Manager's failure to perform satisfactorily her responsibilities as set forth in the job description.
  
12. **General Provisions:**
  - a. **Governing Laws and Venue:** This agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the state of California. The parties agree that, in the event of litigation, venue shall be the appropriate state or federal court

located in San Diego County, California.

- b. **Amendments:** This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- c. **Board Approval:** The parties agree that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board, as recommended by the Superintendent. An approval for contract extension will be determined forty-five (45) days prior to the effective ending date of this contract.
- d. **Binding Effect:** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heir, and assigns.
- e. **Execution of Other Documents:** All parties to this Agreement shall cooperate fully in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

_____	_____
Date	Cynthia White, President, Dehesa Board of Trustees
_____	_____
Date	Karl Becker, Vice President, Dehesa Board of Trustees
_____	_____
Date	Christina Becker, Clerk, Dehesa Board of Trustees
_____	_____
Date	Mark Zacovic, Dehesa Board of Trustees
_____	_____
Date	Nancy Hauer, Superintendent
_____	_____
Date	Anna Buxbaum, Business Manager