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## DEHESA SCHOOL DISTRICT

# Regular Governing Board Meeting

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## AGENDA

**July 23, 2015**

### 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 and annual budget, approves all 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 and 2010 and her term expires in 2018.

**Karl Becker -**

Mr. Becker was elected to the board in 2010 and his 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.

**Jeff Royal -**

Mr. Royal was first elected to the governing Board in November 2000. He was re-elected in 2004, 2008 and 2012. His present term expires in 2016

**Derek Voth**

Mr. Voth was appointed to the Governing Board in January 2013 and his term expires in 2018.

# DEHESA SCHOOL DISTRICT

## LOCATION & TIME

CLOSED SESSION - 6:30 p.m.

Dehesa School – Library

## LOCATION & TIME -

OPEN SESSION - 7:00 p.m.

Dehesa School - MPR

## REGULAR GOVERNING BOARD MEETING

**JULY 23, 2015**

### AGENDA - Amended

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 Sheila Cochran.

#### **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).

#### **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 – Amy Haisch, President
  2. Dehesa Teacher's Association – Presidents' Kelly Pallitto, Jennifer Griggs
  3. California School Employees Association # 663 - Jackie Finch, President

## C. Discussion

### VII. Action Items

**A. Public Hearings** – A public hearing will be held at this time to allow public input regarding the following items:

1. Disclosure of Collective Bargaining Agreement

**B. Old Business** – None

**C. New Business**

1. The Board will consider the revised Charter Documents for Dehesa Charter.
2. The Board will consider the revised Charter Documents for Community Montessori.
3. The Board will consider the Interagency Agreement for the STEPS Program with Superior Court of California, County of San Diego, San Diego county Health & Human Services.
4. The Board will consider the Proposed Calendar for the 2015-16 school year.
5. The Board will consider the Tentative Agreements and Adoption of Corresponding Budget Revisions.

**D. Negotiations** - None

**E. Board Policies** –

1. The Board will consider the Revised Board Policy regarding Tuberculosis testing for new and continuing employees.

**F. Personnel**

The Board will consider Ratification of the Superintendent's Personnel Actions:

1. **To hire Lauren Kjono for the position of kindergarten teacher, effective 8/25/15.**
2. **To hire Kathleen Daniels for the position of Resource Education Specialist, effective 8/25/15.**
3. **To accept the resignation of Nina Van Nostrand, primary teacher effective July 17, 2015.**

### VIII. Advance Planning

**A. Next Meeting**

1. Regular Meeting – August 20, 2015 at 6:30p.m. Closed Session/7:00p.m. Open Session

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

**C. Future Meeting Dates**

1. Regular Meeting – September 10, 2015 at 6:30p.m. Closed Session/7:00p.m. Open Session

### IX. Adjournment

4. Charter Schools Update
5. 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 meetings:
  1. Special Board Meeting – June 18, 2015
  2. Regular Board Meeting – June 25, 2015
- B. Approval of Warrants – It is recommended that the Board of Trustees approve the commercial warrants as presented.
- C. It is recommended that the Board of Trustees approve the following annual contract agreements:
  1. California School Boards Association (CSBA) 2015-16 and Education Alliance Membership Dues 2015-16
  2. CSBA Gamut Online 2015-16
  3. Renaissance Learning
    - a. Accelerated Reader
    - b. English in a Flash
    - c. STAR Reading
  4. Library Media Services: 2015-2016
- D. Conferences and Workshops
  1. Kelly Pallitto – SDCOE – Expository Reading and Writing Course for Middle School Teachers. 3 day course – cost \$285.00

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

- A. Correspondence - None
- B. Report, Information, and Presentations
  1. Budget Report
  2. State School Building Report
  3. Site Administrator Report
  4. Title VII Indian Education Act Grant Report
  5. Enrollment – Projected
  6. Williams Report
  7. 45 Day Budget

## **C. Discussion**

### **VII. Action Items**

**A. Public Hearings** – A public hearing will be held at this time to allow public input regarding the following items:

1. Disclosure of Collective Bargaining Agreement

**B. Old Business – None**

**C. New Business**

1. The Board will consider the revised Charter Documents for Dehesa Charter.
2. The Board will consider the revised Charter Documents for Community Montessori.
3. The Board will consider the Interagency Agreement for the STEPS Program with Superior Court of California, County of San Diego, San Diego county Health & Human Services.
4. The Board will consider the Proposed Calendar for the 2015-16 school year.
5. The Board will consider the Tentative Agreements and Adoption of Corresponding Budget Revisions.

**D. Negotiations - None**

**E. Board Policies –**

1. The Board will consider the Revised Board Policy regarding Tuberculosis testing for new and continuing employees.

**F. Personnel**

The Board will consider Ratification of the Superintendent's Personnel Actions:

1. **To hire Lauren Kjono for the position of kindergarten teacher, effective 8/25/15.**
2. **To hire Melanie Foster for the position of Special Day Class teacher, effective 8/25/15.**
3. **To hire Kathleen Daniels for the position of Resource Education Specialist, effective 8/25/15.**

### **VIII. Advance Planning**

**A. Next Meeting**

1. Regular Meeting – July 20, 2015 at 6:30p.m. Closed Session/7:00p.m. Open Session

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

**C. Future Meeting Dates**

1. Regular Meeting – August 20, 2015 at 6:30p.m. Closed Session/7:00p.m. Open Session

### **IX. Adjournment**

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Routine Action Items

Meeting Date: July 23, 2015

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

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.

## 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 meetings:
  - 1. Special Board Meeting - June 18, 2015
  - 2. Regular Board Meeting – June 25, 2015
  
- B. Approval of Warrants – It is recommended that the Board of Trustees approve the commercial warrants as presented.
  
- C. It is recommended that the Board of Trustees approve the renewal of the following contracts for 2015-16:
  - 1. California School Boards Association (SCBA) 2015-15 and Education Alliance Membership Dues 2015-16
  - 2. CSBA Gamut Online 2014-15
  - 3. Renaissance Learning
    - a. Accelerated Reader
    - b. English in a Flash
    - c. STAR Reading
  - 4. Library Media Services: 2015-2016
  
- D. Conferences and Workshops –
  - 1. SDCOE Workshop – Kelly Pallitto – SDCOE – Expository Reading and Writing Course for Middle School Teachers. 3 day course – cost \$285.00

**Agenda Item #s: V.A-D**

# **DEHESA**

## **SCHOOL DISTRICT**

### **SPECIAL GOVERNING BOARD MEETING**

**June 18, 2015**

**Minutes**

#### **I-II. Call to Order:**

President Cindy White called the meeting to order at 6:15 and established a quorum. The Board convened into closed session.

<b>Members Present:</b>	Cindy White, President Derek Voth, Clerk Karl Becker, Board Member Christina Becker, Board Member
<b>Members Absent:</b>	Jeff Royal, Vice President

The Board reconvened into open session at 6:25. Rayanne fields led the Pledge of Allegiance. President White reported as follows: The Board agreed to move the July 16, 2015 Board meeting to July 23, 2015. No other action was taken during closed session.

#### **III. Citizen Input:**

Rayanne Fields inquired on the location of a plaque with Pat Riggs listed as President of the Board. It used to be in the office, but she hasn't seen it. She requested if the school wasn't using it, that she would like to have it. Superintendent Hauer told her she would consider the request and look into the location.

#### **IV.**

##### **A. Public Hearing**

President White opened the Public Hearing for:

1. The Local Control Action Plan (LCAP)
2. 2015/2016 Proposed Budget
3. Revised spending plan for Common Core State Standards.

Superintendent reviewed the LCAP with the Board and Business manager, Lori Wigg reviewed the budget.

**B. Personnel**

Derek Voth made a motion to consider the Ratification of the Superintendent's Personnel Action, approve the Principal's contract. Motion was seconded by Karl Becker. No discussion:

Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina Becker

**Nays:** None

**Absent:** Jeff Royal

The meeting was adjourned at 6:40 and the Board reconvened into closed session. They reconvened into open session at 8:15. President White reported no further action was taken.

V. Meeting Adjourned at 8:15 pm.

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**Nancy Hauer, Superintendent**

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**Derek Voth, Clerk**



# **DEHESA**

## **SCHOOL DISTRICT**

### **REGULAR GOVERNING BOARD MEETING**

June 25, 2015

Minutes

#### **I-III. Call to Order:**

President Cindy White called the meeting to order at 7:05 and reported no action was taken during closed session. Derek Voth led all in the Pledge of Allegiance. A quorum was established; members present – Cindy White, Derek Voth, Karl Becker and Christina Becker. Jeff Royal was absent. Karl Becker made a motion to approve the agenda as presented, Derek Voth seconded and all approved.

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

**1. Live Well San Diego** – Marie Brown Mercadel, Director of Health and Human Services agency, East and North Central Regions shared a Power Point with the Board regarding what their organization is all about and recognizing Dehesa School for implementing steps to help raise awareness and educate the students on improving their health. Ms. Mercadel presented the Board with a proclamation on behalf of Dianne Jacob proclaiming June 25, 2015 to be “Dehesa School District Live Well San Diego Day.” The Board thanked them for the recognition and Ms. Mercadel offered to share a copy of their Wellness plan with our district.

**2. Parents Club:** No report

**3. CSEA:** No report. DTA accidentally left off the agenda but no report from them as well.

**4. Charter Schools:** Superintendent Hauer shared that she attended the Diego Hills graduation with Karl and Christina Becker which was very nice.

**9. Citizen Input:** Wally Riggs would like to speak about the possible injunction Mr. Carlin of the California Taxpayers Action Group. Cindy White asked if he would like to stay and speak in closed session which he agreed to do.

**B. Board Input:** None

**V. Routine Action Items A-C:**

Karl Becker made a motion to approve the routine action items; Derek Voth seconded the motion. No Discussion, vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina Becker

**Nays:** None

**Absent:** Jeff Royal,

**Abstain:** None

**VI. Information and Proposals**

**A. Correspondence:** Superintendent Hauer shared the plaques received from the Alpine VFW for their recognition of our Dehesa students supporting veterans. Nancy Hauer reviewed the proposed subdivision for two homes on Dehesa Rd.

**B.1. Budget Report:** Lori Wigg said she would share under Budget approval section.

**B.2 State School Funding:** Nancy Hauer, Superintendent, updated the Board with everything that has been done to date.

**B.3. Site Administrator Report:** Principal Ripke shared information from last staff meeting, setting meeting dates for next year and revising our current Cell Phone Policy. It needs to be more strictly enforced and all teachers on board with the rules. She shared that she has been very busy packing up and moving out of her classroom and moving into her new office. She has also been working non-stop on completing the LCAP and recognized Kelly Pallitto for all her work in that regards. She and the superintendent will be reviewing and interviewing for the two new open positions of Resource Teacher and Special Day class teacher. She would like to have a Parent University night about Internet Safety and invite possibly the 5<sup>th</sup> through 8<sup>th</sup> grade students with their parents. She shared a note from Nina Van Nostrand about the power packed conference she just attended in Arizona and Nina asked if she could share more information at our next Board meeting.

**B.4 End of Year Awards:** Superintendent Hauer shared information regarding the End of Year Awards with the Board including Peace Pal and Perfect Attendance. Christina Becker mentioned how nice it was to have awards for Most Improved and perhaps we should do that at other times, not just end of year.

**B.5 Enrollment:** Already have several new students for next year, hope to keep it improving. We ended the year at 196 students.

**C.a Discussion: None**

**VII. Action Items**

**C.1.** Derek Voth made a motion, seconded by Karl Becker to consider the Local Control Accountability Plan. Mentioned that it has already been discussed at last week's special board meeting. Lori Wigg recognized Tamara Ripke for all her hard work she put into the LCAP and how the entire team was to be commended. No further discussion. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.2** Karl Becker made a motion, seconded by Derek Voth to consider the 2015/2016 proposed Budget. Lori Wigg, Business Manager reviewed and highlighted information for the Board. She pointed out that some of the Charter funds in the amount of \$373,000 supplement our budget. None of the Inspire Charter funds are included in the proposed budget but will be in the first interim. Mentioned that declining enrollment is a huge contributing factor to the deficit, each student represents \$8,000 per year, hopefully our attendance will improve. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.3** Derek Voth motioned, seconded by Karl Becker to consider the revised spending plan for the Common Core State Standards. Lori Wigg mentioned the importance of having it aligned as you spend it. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.4** Derek Voth motioned to consider the Consolidated Application Reporting System 2015-16 and seconded by Karl Becker. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.5** Karl Becker made a motion to consider Resolution 2015.6.1, Authorizing the Filing of Documents under the State School Facility Program Applications Received beyond Bond Authority List. It was seconded by Derek Voth. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.6** Derek Voth made a motion to consider Resolution 2015.6.2, Authorizing the Filing of Eligibility Documents under the State School Facility program and it was seconded by Karl Becker. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.7** Derek Voth made a motion to consider the First Amendment to Site Lease, Sublease and Construction Services Agreements Dated February 20, 2015 with West Coast Air and to establish the Final Guaranteed Maximum Price. The motion was seconded by Karl Becker. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.8** Karl Becker made a motion to consider the Education Protection Account Resolution and seconded by Derek Voth. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**C.9** Derek Voth made a motion to consider the Intra-Budget Transfer Resolution 2015-16 for 2014-15 and seconded by Karl Becker. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**D. Board Policies:** None

**E. Personnel:**

1. Karl Becker made a motion to consider the Ratification of the Superintendent's Personnel recommendations to accept the Resignation of Resource Teacher Laura Franchini and Special Day Teacher, Daniel Shea and the hiring of Mynor Pinillos as a Middle School teacher effective for the 15/16 school year. Motion seconded by Derek Voth. Vote as follows:

**Ayes:** Cindy White, Derek Voth, Karl Becker, Christina White

**Nays:** None

**Absent:** Jeff Royal

**Abstain:** None

**VIII. Advanced Planning:**

**A.** Next regular Board meeting is set for July 23, 2015. Closed session will be at 6:30 with open session at 7:00 pm.

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

**C.** Future Meetings:

1. Regular Meeting – August 23, 2015

*Dehesa School District  
Governing Board Meeting  
June 25, 2015*

**IX. Adjournment:** Meeting was adjourned at 8:05 pm. The Board reconvened into closed session which ended at 9:30 pm. The Board reconvened into open session and it was reported that no action was taken during closed session.

Respectfully submitted by:

Approved by:

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Sheila Cochran  
Administrative Secretary

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Derek Voth  
Clerk of the Board

**Dehesa School District**  
**COMMERCIAL WARRANT LISTINGS**

**June 25, 2015**

**General Fund Restricted Accounts**

<u>Special Education</u>	Date	Amount	
Audiometrics			Audiometer Calibration
ABA education Foundation	6/19/15	\$268.50	Student Supervision Services
LRP Publications			Special Ed for Charters
Nancy Hauer			Training Reimbursement
Purposeful Play, Inc.			Occupational Therapy
San Diego County Speech Pathology			Speech Services
Southwest School & Office Supply			Instructional Supplies
Vista Hill			Mental Health Services/Assessments
WPS Publish			Visual/Auditory Testing

**General Fund Other Restricted/Unrestricted Accounts**

Transportation

A-Z Bus Sales			Bus Parts
Cajon Valley Union School District			Bus Maintenance/Fuel
Creative Bus Sales			Bus Parts
Jaybright Co.			Vehicle Wash & Wax
Tire Centers			Tires/Repairs
ThemCBurnieDesignCo			Bus Repair
Minda Lawrence			Student Transportation Reimbursement
Yale-Chase			Brake Inspection Services

General Fund Other

A-1 Live Scan			Live Scan & Background Checks
Aardvark Pest Control, Inc.			Gopher Poisoning-Monthly Fee
ACCO Brands USA			Laminating Rolls
Alice Training Institute LLC			Training Class
Alliance			Instructional Supplies
Amazon			Instructional Supplies
Anita Fire Hose Company			Fire Extinguisher Service
Apple, Inc.			IPAD Indian Education
Assn of CA School Administrators			Annual Membership Dues
Assn for Supervision & Curriculum Development			Yearly Membership
AT&T			Phone Bill
Atkinson, Andelson, Loya, Ruud & Romo	6/5/15	\$13,178.57	Legal Fees
Award Emblem Mfg Co			Student Counsel Pins
Barnes & Noble			Library Books
Becker, Christina	6/16/15	\$10.00	Reimbursement-Parking
Bio Corporation			Instructional Supplies
Blackboard Connect			Annual Fee 13/14 & 14/15
Brown Industries			Peace Pal Awards
California State Board of Equalization			Sales/Use Taxes
California School Boards Association			Annual Membership/Conference Fees

**Dehesa School District**  
**COMMERCIAL WARRANT LISTINGS**

**June 25, 2015**

California Schools VEBA			Retiree Premiums Feb-April
California Dept. of Justice			Fingerprinting Fees
College Preparatory Mathematics			Instructional Supplies/Books
Copy Link			Junior High Copier Maintenance
County Proflame			Propane
County of San Diego			Election Fees
CPM			Textbooks
Data Management			Office Supplies
Dehart Backflow			Backflow Testing
Dell Awards			Name Plates
Dell Marketing LLP			Servers, Common Core Funds
Demco			Instructional Supplies
Dunn Edwards Paints			Paint
Educational Data Systems			CELDT Testing Fees
Eric Schneider			Reimbursement
ESGI			Licensing Fees
Extended School Services			Homeless Student After School Care
Everything Medical			Nurse Supplies
Federal Publishing Limited			Office Supplies
FedEx			Express Mailing
Firewatch			Semi Annual Service and Inspection
Flaghouse, Inc.			Instructional/PE Supplies
Flinn Scientific			Instructional Supplies
Follett			Books
Gary Hobelman			Mileage
Grainger			Maintenance Supplies
Guided Discoveries, Inc			Camp Deposit
Heart Rate Monitors USA			Middle School PE Supplies
Home Depot			Custodial/Maintenance Supplies
Houghton-Mifflin Harcourt			Textbooks
Industrial Chem Labs			Custodial Supplies
Janet Wilson			Reimbursement
J&C Books			Books
Jennifer Hoffman			Mileage
Jolene Guzman			Reimbursement
Jones School Supply Co.			Instructional Supplies
Jostens			
Julie Wiley			Refund payroll adjustment Peoplesoft Error
Kelly Pallitto	6/16/15	\$29.69	Reimbursement-Instructional Supplies
			Reimbursement-Instructional Supplies
			Student Annual License
			keys
			Books & Instructional Supplies
			Anonymous Alert Subscription Services
			Student Licensing Fees
			Qtrly Maintenance Printers
			Staples
Learning Upgrade			
Lynn's Locksmith Service			
McGraw Hill			
Message Logix, Inc.			
MobyMax			
MRC Smart Technologies			
MRC			



**Dehesa School District**  
**COMMERCIAL WARRANT LISTINGS**

**June 25, 2015**

**General Fund, Other - Continued**

Nancy Hauer	6/16/15	\$389.63	Reimbursement-Conference Expenses
Nina Van Nostrand			Reimbursement-Discovery Day Supplies
Nexus			Smartnet Maintenance Agreement
NvLS			Erate Services
NWEA			Testing Fees
Office Depot			Instructional and Office Supplies
Otay Water District			Monthly Service
P&R Paper			Instructional supplies
PAC Heating & Air			AC Repairs
Palo Sports			PE Equipment
PC Mall Gov			Server Software, Common Core
Pearson			Instructional Materials
Petty Cash			Reimbursement
Read Naturally, Inc.			Instructional Supplies
Really Good Stuff			Instructional Supplies
Renaissance Learning			Additional Subscriptions SR
Revolving Fund	6/29/15	\$4,961.78	Reimbursement
RL Bates, DBA AI-Max			Septic Pumping Services
San Diego County Office of Education	6/16/15	\$275.00	Conference/Trainings
San Diego County Office of Education			Office Supplies/Card Printing Services
San Diego County Vector			Pesticide Services
San Diego County School Boards Asso.			Annual Membership Dues
San Joaquin County Office of Education			SIS Maintenance Agreement
Scholastic Book Club			Instructional Supplies/Books
Scholastic School Supplies			Instructional Supplies
School Outfitters			Instructional Supplies
School Specialty			Instructional Supplies
Science Olympiad			Science Olympiad
SDG & E			Monthly Service
Sheila Cochran	6/16/15	\$43.47	Reimbursement office supplies
Sheila Cochran	6/16/2015	54.05	Mileage
Skillpath Seminars			Conference/Training
Small School District Association			Membership dues/Workshops
Southern California Assoc Science Proff.	6/16/15	\$240.00	Workshop Fees
Southwest School & Office Supply			Instructional Supplies
Stutz, Artiano, Shinoff, Holtz			Legal Fees
Sycuan Resort			Middle School PE
Tamara Ripke	6/19/15	\$271.99	Reimbursement-Instructional Supplies
Terminix			Quarterly Service
Time & Alarm Systems			Security system repair
Time for Kids			Instructional Supplies
Tidmore Flags			Classroom Flags
Troxell Communications			Charging Cart for IPADS
Turn Around Schools			Conference/Trainings
Tyco			Quarterly alarm service charges
United Health Supplies			Health Office Supplies
US Games			PE Supplies
Waste Management			Monthly Service
Waxie			Custodial Supplies

**Dehesa School District**  
**COMMERCIAL WARRANT LISTINGS**

**June 25, 2015**

Wilkinson Hadley King & Co. LLP Witt Company Xerox	Audit Progress Billings Copier Supplies Copier Monthly Invoice
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**Charter School Funding**

Community Montessori Community Montessori	6/5/15	\$5,181.91	In-Lieu Property Taxes Transfer Special Education Reimbursement
Dehesa Charter School Dehesa Charter School	6/5/15	\$15,859.96	In-Lieu Property Taxes Transfer Special Education Reimbursement
Diego Hills Charter School			In-Lieu Property Taxes Transfer Special Education Reimbursement
The Heights Charter School The Heights Charter School			In-Lieu Property Taxes Transfer Special Education Reimbursement
Methods Charter School Mosaica Charter School	6/5/15	\$43.50	In-Lieu Property Taxes Transfer In-Lieu Property Taxes Transfer

**ESS - Student Care Fund**

AT & T Revolving Fund Southwest School & Office Supply Stringfield, Ry Sysco	Monthly Phone Service Revolving Reimbursement ESS Office Supplies Reimbursement-Eye Glasses Repair Food
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**Cafeteria Fund**

Alpine Union School District Autumnne Sherman County of San Diego Francos Pizza Hollandia Dairy	6/19/15	\$81.84	Contract School Lunches Reimbursement-Conference Expenses Annual Renewal Fees Cafeteria Food Cafeteria Milk
Little Caesars Pizza PUSD SDG&E Sysco	6/16/15	\$350.79	Cafeteria Food Certification Class for Autumnne Sherman Electric Bill Food

**Deferred Maintenance Fund**

Awning Products Unlimited DFS Flooring Janus Corporation PAC Heating and Air Conditioning Pacifica Glass Co San Diego Door South Bay Fence Co	Replace Front Walkway Awning Carpet 3 rooms Asbestos Removal 2 classrooms A/C Repairs Repair Broken Window Building/Door Repairs Fence Repairs from Car Accident
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**Dehesa School District**

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**COMMERCIAL WARRANT LISTINGS**

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**June 25, 2015**

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Western Environmental & Safety Tech

Certified Asbestos Consultant



California School Boards Association

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**    **Invoice Date**    **PO #**  
S\_10072901/05/2015    5/1/2015

**Bill To:**  
Dehesa SD  
Attention To: Sheila Cochran  
4612 Dehesa Rd  
El Cajon, CA 92019-2922  
United States

**Ship To:**  
Dehesa SD  
Attention To: Sheila Cochran  
4612 Dehesa Rd  
El Cajon, CA 92019-2922  
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA DUES* - (7/1/2015-6/30/2016)	\$2,207.00	1.00	\$2,207.00	Net 30
ELA	ELA DUES - (7/1/2015-6/30/2016)	\$552.00	1.00	\$552.00	Net 30

\* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent

\* \$2 of your CSBA annual membership dues is used to pay for a subscription to California School magazine for each board member and superintendent

**Total Invoice:** \$2,759.00

**Total Paid:** \$0.00

**Balance Due:** \$2,759.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100729	S_10072901/05/2015	05/01/2015	Net 30	\$2,759.00

**Make checks payable to:**  
California School Boards Association  
c/o West America Bank  
P.O. Box 1450  
Suisun City, CA 94585-4450

**Bill To:**  
Dehesa SD  
4612 Dehesa Rd  
El Cajon, CA 92019-2922  
United States



# RENAISSANCE LEARNING™

Accelerating learning for all

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

**Quote #: 1436578**

**Dehesa Elem School District - 705033**  
**4612 Dehesa Rd**  
**El Cajon, CA 92019-2922**  
**Contact: Sheila Cochran - (619) 444-2161**  
**Email: Sheila.Cochran@dehesasd.net**

**Reference ID: 53832**  
**Created: 07/01/2015**

<b>Quote Summary</b>	<b>School Count : 1</b>
Product & Services Total	<b>\$3,276.50</b>
Shipping and Processing	<b>\$0.00</b>
Sales Tax	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$3,276.50</b>

To place an order, please submit your organization's required purchase order with reference to quote number 1436578. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

**Mail: PO Box 8036, Wis. Rapids, WI 54495-8036**

**Fax: (877)280-7642**

**Email: electronicorders@renaissance.com**

If changes are necessary, or additional information is required, please contact your account executive(s) Brandon Teske at (866)610-7976, Thank You.

**Renaissance Learning is on the approved provider list for the Microsoft K-12 Voucher Program. We're here to help you make the best use of those funds so teachers can assess, personalize practice, and easily manage the daily activities of students at all levels. The cost for all products and services are the normal or standard prices charged for the products or services purchased.**

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

<b>Dehesa Elementary School - 711696</b>					
<b>Products &amp; Services</b>			<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2018		240	\$5.85	\$1,404.00
EIAF RP Complete Real Time Subscription Renewal	8/1/2015 - 7/31/2018		30	\$26.45	\$793.50
SR Service Real Time Subscription Renewal	8/1/2015 - 7/31/2018		200	\$2.40	\$480.00
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2018		1	\$599.00	\$599.00
<b>Dehesa Elementary School Total</b>					<b>\$3,276.50</b>



# SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net  
Randolph E. Ward, Ed.D., Superintendent of Schools

June 10, 2015

Dehesa School District  
Nancy Hauer, Site Administrator  
4612 Dehesa Road  
El Cajon, CA 92019-2922

Dear Administrator Hauer,

Enclosed please find two copies of your district's 2015-2016 *revised* annual contract for subscription services to the Digital Content Portal, Library Book delivery services (including Librarian of Record) and Book Sets, Kits and Multimedia Materials checkout service, beginning July 1, 2015 through June 30, 2016.

Please complete the district representative contact information on page 3 and process for authorized signature. Mail both signed copies back to my attention at the address below within 30 days of receipt in order to promptly continue uninterrupted service. Once our County Office designee has signed, you will receive one copy back for your record.

San Diego County Office of Education  
Library Media Services  
Attn: Judy Weil  
5304 Metro Street, Suite C  
San Diego, CA 92110

Please let me know if you have any questions.

Sincerely,

Leslie J. Kelsey, Ed.D.  
Director of Educational Technology and Media Services  
Integrated Technology Services  
San Diego County Office of Education

Enclosures: 2

LH:JW

CC: Tamara Ripke, TOSA/Administrative Intern

*Service and Leadership for Student Achievement*

Board of Education

Mark C. Anderson    Alicia Muñoz    Lyn Neylon    Gregg Robinson



**San Diego County Superintendent of Schools  
Agreement for Subscription to the Digital Content Portal**

The Governing Board of the Dehesa School District, hereinafter called the "District", and the San Diego County Superintendent of Schools, hereinafter called the "County", agree as follows:

**COUNTY SERVICES**

1. County will provide the district staff and student subscription service to the San Diego County Office of Education Digital Content Portal (DCP). The service will also include certain communications from the SDCOE and/or the DCP, such as service announcements, DCP newsletters and administrative messages. These communications are considered part of DCP subscription.
  - a) County will provide customized professional development for library staff and teachers to utilize the San Diego County Office of Education Digital Content Portal (DCP) online resources (see Exhibit A).
  - b) County will provide the DCP logo to the district for use as an electronic link available for use on district and school site websites.
  - c) The DCP subscription provides links to other World Wide Web sites and resources. Because the SDCOE has no control over such sites and resources, you acknowledge and agree that the SDCOE is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or material on or available from such sites or resources. You further acknowledge and agree that the SDCOE shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by, or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
  - d) The DCP vendor contract stipulates that upon termination of this subscription service, all downloaded materials that have been accessed through the SDCOE Digital Content Portal resources by staff and students must be erased. This includes videos, instructional materials, images, audio clips and information obtained from, associated with or inside your district's DCP accounts.
2. County will provide 5 San Diego County Board of Education adopted standards aligned library books to the branch library per month for 8 months beginning September 2015. The books become the property of the district.
  - a) The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.
    - a. County will provide San Diego County Board of Education approved book lists (grades K-8).
3. County will provide to the District book sets and multimedia kit services which includes: Class Sets of Books (PreK-8<sup>th</sup> grade); Models and Exhibits; Big Books in English and Spanish; Literature Enrichment Kits (10-15 books per set); Read-along Listening Centers; Reading Rainbow Kits; Topic Kits; VHS's and DVD's.

## **DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES**

**(2014-15 student enrollment reported by Dataquest, CDE = 183**

1. District will assign a representative to serve as liaison between the County and the District who shall be responsible for determining matters relative to service under this agreement.
2. District agrees not to post, email, transmit or otherwise make publically available your confidential site DCP usernames and passwords.
3. District agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the DCP, use of the DCP, or access to the DCP.
4. In order to establish accurate DCP district accounts, the District will notify the County of any staffing changes, including first name, last name, title or school site, and e-mail address. Questions may be directed to Library Media Services (619) 718-4983.
5. For subscription access to the DCP and customized professional development the District will pay to the County the rate of \$6.30 per CDE reported student enrollment.  
183 x \$6.30 = \$1,152.90.
6. For the delivery of San Diego County Board of Education adopted standards aligned library books, Librarian of Record services, and consultation and/or inservice training for the library staff, the District will pay to the County the rate of \$900 per school site (1). \$900.00.
7. To establish a teacher SDCOE online booking service account, the District will pay to the County a one-time start up fee of \$150.00. The District will pay to the County the rate of \$8.00 per Book Set checkout and \$2.00 per Kit and Read-along checkout.

For DCP subscription, Library Book Delivery services and the Class Sets and Multimedia Kit service online booking fee (\$150.00), the District will pay to the County the total amount of \$2202.90. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

For Book Sets, Kits and Multimedia Materials checkout, the District will pay the County, according to the rates described above, due upon receipt of invoice in **January** and **May** of this fiscal year.

Late fees will be assessed at \$5.00 per day if materials are not returned by the due date. The District assumes financial responsibility for on-loan materials checked out. District will be billed annually for any material losses, damage or breakage incurred while materials are checked out.

## **PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES**

This agreement is in effect July 1, 2015 through June 30, 2016.

## **RENEWAL TERMS**

District and County will review this contract annually.

**COUNTY AND DISTRICT CONTACT INFORMATION**

**County Representatives**

Cindy Dunlevy  
DCP Project Specialist  
San Diego County Office of Education  
Library Media Services  
5304 Metro Street, Suite C  
San Diego, CA 92110  
619 718-3120  
[cidunlevy@sdcoe.net](mailto:cidunlevy@sdcoe.net)

Jonathan Hunt  
County Schools Librarian  
San Diego County Office of Education  
Library Media Services  
5304 Metro Street, Suite C  
San Diego, CA 92110  
619 718-3413  
[jonathan.hunt@sdcoe.net](mailto:jonathan.hunt@sdcoe.net)

**District Tech Representative**

Name: Dominick Avera  
Title: Multimedia Technician  
Location: Dehesa School  
Address: 4612 Dehesa Rd  
City/State/Zip: El Cajon CA 92019  
Phone: (619) 444-2161  
Email: dominick.avera@dehesa  
sd.net

**District Contact for Staff Email Lists**

Name: Sheila Cochran  
Title: Administrative Assistant  
Location: Dehesa School  
Address: 4612 Dehesa Rd  
City/State/Zip: El Cajon, CA 92019  
Phone: (619) 444-2161  
Email: sheila.cochran@dehesa  
sd.net

**HOLD HARMLESS**

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

**GOVERNING LAW/VENUE SAN DIEGO**

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

**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.

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

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

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

Lora Duzyk \_\_\_\_\_  
Name

Assistant Superintendent, Business Services  
Title

\_\_\_\_\_  
Date

**DEHESA SCHOOL DISTRICT**

By Nancy Hauer  
(Authorized Signature)

Nancy Hauer  
Name

Superintendent  
Title

7/7/15  
Date

956000988  
Federal I.D. Number



## SDCOE's DIGITAL CONTENT PORTAL DIGITAL LIBRARY

<http://DCPortal.sdcoe.net>

The San Diego County Office of Education's Digital Content Portal, easily accessed with a single sign-on has high quality engaging student resources, research materials and teaching tools. The DCP Digital Library supports the widespread and effective use of informational text as emphasized in the Common Core State Standards. 30 day free trial available.

### Professional Educator eLibrary

#### ebrary

Access for PreK-12 educators to downloadable e-texts of over 145,500 titles, including most ASCD publications. It offers an instant digital library in academic and professional subject areas. Teaching teams can access topic specific books on differentiation, reading, mathematics teaching, and ebooks across all content areas, including research.



### Teacher and Student Digital Library Resources

#### California Streaming

*CA Streaming* provides top-quality video to California districts and schools featuring 24/7 on-demand and downloadable video, audio and images. *California Streaming* is the only K-12 education community-owned and maintained multimedia provider featuring videos and e-resources aligned to the California Common Core State Standards.



#### EBSCO Host – Periodicals, eBooks and Reference Centers

*All articles are lexiled with a reading level indicator and easily translate into 31 different languages.*



**EBSCO Host Complete™** This EBSCO database contains full text for more than 550 popular high school magazines and over 440 full text reference books; thousands of biographies; 107,000 primary source documents; an image collection of 592,000 photos, maps & flags, plus full text back files to 1975 for key magazines. Additional databases include: *Newspaper Source™Plus*, *Education Research Complete™* and *Consumer Health Complete*.



The **eBook K-12 Collection** contains over 10,000 titles chosen to support a quality learning experience for K-12 students across all subject areas. All students in a classroom may access the same book at the same time. This collection of eBooks aligns with Common Core Curriculum Standards, and features Teacher Resources to support eBook use by elementary and secondary school educators.



**English Language Learner Reference Center** is designed for middle/high school students and those that are new to the English language. *ELL Reference Center* will help ELLs to succeed academically by providing assistance as they conduct research, build their background knowledge and develop essential study skills. The ELL Center includes 1,000 documents created by ELL experts to reflect age-appropriate interest/reading levels aligned to the main U.S. curriculum documents.



**Points of View Reference Center** contains topics with an overview (objective background/description), point (argument) and counterpoint (opposing argument). Each topic includes a *Guide to Critical Analysis*, which helps the reader evaluate controversial topics. The *Guide to Critical Analysis* enhances students' ability to read critically, develop their own perspective on the issues, and write or debate an effective argument on the topic.



**Student Research Center (6-12)** contains full text for more than 150 popular middle school magazines. All articles are assigned a reading level indicator (Lexile). Full text is available for thousands of biographies, historical essays and primary source documents, including Essential Documents in American History; Funk & Wagnalls Encyclopedia; Oxford American Dictionary; and thousands of relevant photos, maps & flags.





**Kids Search** is EBSCO's K-6 interface designed for students in grades K through 8. Kids Search provides elementary school students with an easy-to-use, graphically appealing interface they can use to do research. All articles are lexiled with a reading level indicator.



**Searchasaurus Primary Search®** is designed specifically for elementary school students and contains full text for more than 80 popular elementary lexiled school magazines and includes the Encyclopedia of Animals™ and Funk & Wagnall's New World Encyclopedia, giving students easy-to-read encyclopedic entries written for kids. The database has a children's dictionary, and thousands of photos, maps, and flags.



**Science Reference Center (6-12)** is an excellent source of information on biology, life science, environmental science, technology, wildlife and more! 195 science periodicals including: Scientific American, the New Scientist, Discover and Science News, 732 full text science reference books, 23 science encyclopedias, 812 science essays, 2,567 biographies, 61 science animations, 33,950 science images and over 500 science videos.



**The History Reference Center (6-12)** contains: Full text for over 200 leading history periodicals with 57,000 historical documents, 80,000 biographies of historical figures, 1,990 full text reference books, encyclopedias and non-fiction books featuring 45,000 historical photos and maps with over 80 hours of historical videos.

**Teaching Books. Net**  **TeachingBooks.net®**  
Sharing the spirit of books and reading™

Online materials that feature both fiction and nonfiction *books and authors*: author videos, book summaries and instructional guides, lesson plans, audio of authors reading sections of their books and more.

## World Book K-12



All of the World Book products are lexiled and easily translate into 31 different languages.



**Early World of Learning**, an interactive, intuitive teaching tool, targeting the development of young learners in preschool and early elementary grades. It emphasizes phonemic awareness, phonics, vocabulary and comprehension, using games, stories and activities with numbers, shapes, colors.



**World Book Kids** features content and tools developed especially for young students in early to mid elementary grades. The site offers simple navigation, easy-to-read articles, multimedia, comparison tools, interactive games and activities, and teacher resources.



**World Book Dramatic Learning** includes a step-by-step guide with video tutorials, vocabulary exercises to improve comprehension and reading fluency, writing activities to help children generate their own mini-scripts, research projects, and a dictionary. Editable versions of each play allows differentiation and customization.



**World Book Discover** is designed for differentiated instruction, with reference articles, text-to-speech capabilities, learning and life skills activities, research tools, multimedia, and interactive videos.



**World Book Student** includes the articles of the World Book Encyclopedia, a Biography Center, dictionary, atlas, an extensive multimedia collection, thousands of editor-selected web sites, correlations to curriculum standards, and much more.



**World Book Advanced** is designed for grades 8-14. World Book Advanced is a powerful reference tool that includes encyclopedic, multimedia, full text e-books, world newspapers and research tips.



**World Book Enciclopedia Estudiantil Hallazgos** offers World Book's excellent age appropriate content, rich visual media, and interactive features in Spanish, plus is matched to the World Book Student content.

*Note: All of the online resources include user training videos and documents.*

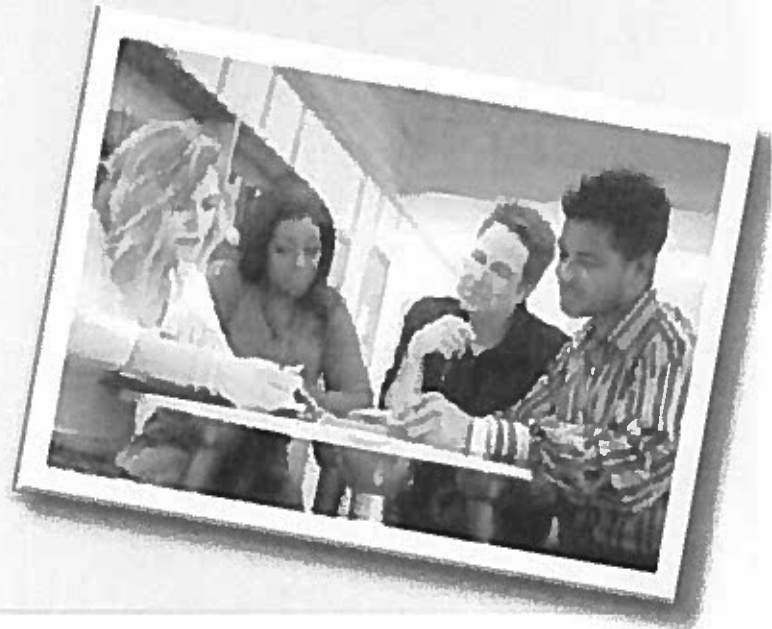


San Diego County Office of Education in partnership with  
California State University Early Assessment Program

## Expository Reading & Writing Course - Middle School

*"ERWC is definitely a step forward (and perhaps more) towards Common Core because it provides a basis for integrating and working with expository texts."*

- 8th grade teacher



Gain the preparation needed to teach ERWC modules for 7th and 8th grade.

Develop the ability of students to integrate knowledge from complex texts into reading, writing, listening/speaking, and language.

Understand the way in which ERWC methodology and materials are aligned to Common Core.

Engage in collegial professional learning around ERWC implementation for all students including English learners.

### Available Middle School Cohorts

Includes materials, coffee, lunch and access to the ERWC online community.

**Class times 8:30am - 3pm**

**Registration fee \$285**

**July 15, 16, and October 1, 2015**

San Diego County Office of Education  
<http://sdcoe.k12oms.org/1408-99316>

**September 29, 30, 2015 and January 8, 2016**

San Diego County Office of Education  
<http://sdcoe.k12oms.org/1408-99318>



For future/additional cohort information:

<http://www.sdcoe.net/lls/ccr/Pages/Professional-Development.aspx>

Questions? Contact Jennifer Currie [jcurrie@sdcoe.net](mailto:jcurrie@sdcoe.net) 858-292-3822

# DEHESA SCHOOL DISTRICT

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

**From:** Lori Wigg  
Business Manager

**Subject:** Monthly Budget Update

Meeting Date: July 23, 2015

- 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 is a summary of fund balances (cash in County Treasury) along with a listing of construction expenditures for the school construction project.

**Financial Impact:**

NA – For Informational Purposes Only

**Student Impact:**

NA – For Informational Purposes Only

**Recommendation:**

NA – For Informational Purposes Only

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



# Dehesa School District

## Fund Balances

(Cash in County Treasury as of July 10, 2015)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$522,670.32
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND	\$127,628.02
12-06	CHILD DEVELOPMENT FUND	\$12,493.86
13-00	CAFETERIA SPECIAL REVENUE FUND	\$14,444.30
14-00	DEFERRED MAINTENANCE FUND	\$107,279.26
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	476,885.17
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$67,523.24
21-39	BUILDING FUND	\$3,146,148.25
25-19	CAPITAL FACILITIES/SB2068 FUND	\$476,266.71
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$7,422.92
	<b>GRAND TOTAL</b>	<b>\$4,958,762.05</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.

Dehesa School District  
Building Fund 21-39

7/15/2015

Date			Expenditure
7/1/2014	Beginning Balance		\$4,190,638.01
	Audit Adjustment		\$46,787.50
	Interest		\$10,023.87
Payment Date	Service Provider	Services Performed	Amount
7/7/2014	Sprotte Watson Architects	Construction Documents	\$11,165.08
7/11/2014	Sprotte Watson Architects	Construction Documents	\$11,130.64
9/12/2014	Dalescott	Continuing Disclosure Fee	\$4,500.00
9/22/2014	Best Best & Krieger	Legal School Facilities Project	\$3,451.00
7/18/2014	SDG&E	Design & Engineering Fee	\$2,551.00
11/16/2014	Best Best & Krieger	Legal School Facilities Project	\$3,374.49
12/10/2014	Sprotte Watson Architects	Construction Documents 100%	\$16,734.95
1/22/2015	Southern CA Soils and Testing	Soils testing and Report Review	\$420.00
1/26/2015	Sprotte Watson Architects	Architect Fees	\$4,560.55
2/17/2015	Sprotte Watson Architects	Architect Fees	\$13,331.21
2/18/2015	Sprotte Watson Architects	Architect Fees	\$12,986.41
2/20/2015	West Coast Air	Pre-Construction Services	\$30,000.00
2/26/2015	State Water Resources Board	Storm Fee Permit	\$559.00
3/23/2015	Best Best & Krieger	Legal School Facilities Project	\$5,093.20
3/23/2015	Union Tribune	Advertising Fee-Notice to Bidders	\$1,136.40
3/23/2015	Wilkinson, Hadley & King, LLP	Annual Bond Fund Audit Fee	\$3,200.00
3/24/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$139,253.00
4/2/2015	LL Hendrix	DSA Inspector Fees	\$2,430.00
4/27/2015	Sprotte Watson Architects	Architect Fees	\$1,880.19
4/28/2015	Dalescott	Bond Disclosures	\$4,850.00
4/30/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$211,575.00
5/4/2015	LL Hendrix	DSA Inspector Fees	\$3,880.00
5/26/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$559,456.00
5/26/2015	Best Best & Krieger	Legal School Facilities Project	\$4,030.53
5/26/2015	Sprotte Watson Architects	Architect Fees	\$7,748.70
6/3/2015	LL Hendrix	DSA Inspector Fees	\$9,122.00
6/4/2015	Sprotte Watson Architects	Architect Fees	\$7,988.28
6/25/2015	Revolving Cash	Storm Fee Permit	\$559.00
6/26/2015	Southern CA Soils and Testing	Soils testing	\$14,915.50
<b>TOTAL FUNDS AVAILABLE AS OF 7/15/15</b>			<b>\$3,155,567.25</b>
<b>Prior Year Project Expenditures</b>			
7/24/2013	Dalescott	GO Bond Continuing Disclosure Annual Report	\$4,511.31
9/10/2013	Best Best & Krieger	Legal School Facilities Project	\$1,671.70
9/9/2013	Sprotte Watson Architects	Feasibility 100% complete, Schematic Design 50% Complete	\$36,937.50
10/24/2013	Sprotte Watson Architects	Schematic Design 85% Complete	\$8,618.75
11/5/2013	Sprotte Watson Architects	Reimbursable items, printing and reproduction	\$555.66

Dehesa School District  
Building Fund 21-39

7/15/2015

11/6/2013	Sprotte Watson Architects	Architectural Fee	\$3,693.75
2/19/2014	Best Best & Krieger	Lease, Leaseback Attorneys	\$1,363.34
2/19/2014	Sprotte Watson Architects	Architectural Fee	\$33,243.75
2/19/2014	Sprotte Watson Architects	Reimburse for California Geological Survey	\$3,600.00
2/19/2014	Sprotte Watson Architects	Architectural Fee	\$96,037.50
2/19/2014	Division of State Architect	Project Submission	\$39,124.82
3/3/2014	Southern California Soil & Testing	Soil Testing	\$12,707.65
3/18/2014	Best Best & Krieger	Legal School Facilities Project	\$3,078.50
3/31/2014	Sprotte Watson Architects	Construction Documents 70%	\$99,731.25
4/17/2014	Sprotte Watson Architects	Engineering	\$4,075.60
4/17/2014	Sprotte Watson Architects	Construction Documents 85%	\$33,243.75
4/24/2014	Standard & Poors Ratings Services	Bond Rating	\$9,500.00
4/24/2014	Best Best & Krieger	Legal School Facilities Project	\$1,693.42
5/12/2014	Sprotte Watson Architects	Construction Documents 90%	\$11,081.25
5/19/2014	Best Best & Krieger	Legal School Facilities Project	\$352.50
7/18/2014	Best Best & Krieger	Legal School Facilities Project	\$70.50
Total Prior Year Expenditures			\$404,892.50
<b>TOTAL EXPENDITURES-All Fiscal Years</b>			<b>\$1,496,774.63</b>

Dehesa School District  
Capital Facilities Funds 25-19

7/15/2015

Date			Amount
7/1/2014	Beginning Fund Balance		\$180,620.56
	Interest		\$809.82
	Developer Fees		\$2,169.60
	Collections from Negotiated Agreements		\$333,332.66
Payment Date	Service Provider	Services Performed	Amount
8/14/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, July 2014	\$4,606.56
9/12/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, August 2014	\$4,641.12
12/9/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, September 2014	\$4,843.93
12/9/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, October 2014	\$4,591.84
12/22/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, November 2014	\$1,552.64
2/9/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, December 2014	\$4,573.92
3/23/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, February 2015	\$4,544.85
3/27/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January 2015	\$3,067.85
4/8/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January 2015	\$3,067.85
4/15/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January 2015	\$4,622.51
5/6/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January 2015	\$3,192.67
6/3/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January 2015	\$3,079.95
<b>TOTAL FUNDS AVAILABLE AS OF 7/15/15</b>			<b>\$470,546.95</b>

Prior Year Project Expenditures			
9/8/2011	Apple Computers		\$34,216.51
9/30/2011	G Wayne Oetken & Assoc		\$5,023.31
11/7/2011	G Wayne Oetken & Assoc		\$63.70
11/18/2011	G Wayne Oetken & Assoc		\$1,507.96
1/12/2012	Apple Computers	Reverse Payment	-\$1,763.82
1/23/2012	G Wayne Oetken & Assoc	Retainer Fee (Agreement 2) Schematic Drawing & Cost Analysis	\$6,000.00
3/8/2012	Sprotte Watson Architects		\$3,200.00
3/8/2012	Sprotte Watson Architects	Schematic Drawings and Cost Estimates (25% of total cost)	\$3,058.85
3/8/2012	Cherry Engineering	Engineering Services for Schematic Drawings	\$5,300.00
3/21/2012	G Wayne Oetken & Assoc	Reimbursement for expenses (Sacramento Trip OPSC)	\$579.23
3/21/2012	G Wayne Oetken & Assoc	Coordination of Schematic Drawings (Completion of Agreement 2)	\$5,200.00
3/21/2012	G Wayne Oetken & Assoc	Analysis of State School Building Program Eligibility (Comp of Agree 1)	\$1,500.00
4/6/2012	Sprotte Watson Architects	Schematic Drawings and Cost Estimates (Final Pmt)	\$3,200.00
4/30/2012	G Wayne Oetken & Assoc	Expenses	\$80.48
6/22/2012	ESFG		\$616.40
7/13/2012	G Wayne Oetken & Assoc	Retainer Fee/State School Building Program (Agreement 3)	\$5,000.00
7/13/2012	Standard and Poors	Bond Rating	\$7,900.00
7/20/2012	Sprotte Watson Architects	Reimburse for Expenditures	\$234.25
7/20/2012	Standard and Poors	Partial Reimbursement of Rating Fees	-\$5,080.72
8/10/2012	Raceway		\$4,375.00
8/24/2012	Raceway		\$9,263.25
8/24/2012	Raceway		\$12,285.33
8/24/2012	Sprotte Watson Architects		\$3,200.00
9/27/2012	Raceway		\$2,050.00

Dehesa School District  
Capital Facilities Funds 25-19

7/15/2015

9/28/2012	Sprotte Watson Architects	Fees/Schematic Design Study	\$2,560.00
10/11/2012	RCF, 8-27-12 Meter Panel		\$2,493.59
10/19/2012	SD County Registrar of Voters	Election Costs for Prop D	\$896.00
10/27/2012	G Wayne Oetken & Assoc	Retainer Fee (Agreement 4) RFQ Process	\$3,200.00
11/19/2012	Sprotte Watson Architects	Architectural Fees	\$640.00
12/7/2012	G Wayne Oetken & Assoc	Completion of Relief Grant Eligibility Form	\$5,000.00
4/26/2013	County of San Diego	Warrant misfiled, description pending	\$4,869.00
6/14/2013	Sprotte Watson Architects	Geotechnical Engineering Services	\$4,576.40
6/25/2013	EFSG		\$576.20
6/30/2013	G Wayne Oetken & Assoc	Completion of RFQ Process	\$3,200.00
6/30/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, June	\$5,085.41
8/7/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, July	\$4,519.21
9/2/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, August	\$4,637.93
10/2/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, September	\$4,500.00
10/24/2013	Sprotte Watson Architects	Locate stake and evaluate levels of existing septic system	\$2,000.00
11/8/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, October	\$4,500.00
12/5/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, November	\$4,500.00
12/16/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, December	\$4,500.00
2/19/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January	\$4,552.08
3/10/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, February	\$4,583.44
4/8/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, March	\$4,552.08
5/12/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, April	\$4,515.12
7/11/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, June	\$4,515.12
Total Prior Year Expenditures			\$191,981.31
<b>TOTAL EXPENDITURES-All Fiscal Years</b>			<b>\$238,367.00</b>

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Title VII Indian Education  
Formula Grant for  
2015-16

Meeting Date: July 23, 2015

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

**Background:**

The Dehesa School District submits an annual application for the Title VII Indian Education Formula Grant to support the learning opportunities for our Native American students.

**Report:**

We have received notification from the Office of Indian Education that our 2015-16 grant application has been approved. There was a public hearing held on May 12, 2015 at Sycuan to get input from the community regarding the implementation of the funds.

**Financial Impact:**

The Title VII Grant is for \$5,311.00

**Student Impact:**

This grant provides support for our Native American students'. Previously we have used grant funding to purchase I pads for Native American students. Additional I Pads are not needed at this time. Funds will be used to increase achievement in science and math. A teacher was sent to the Biosphere for training in science. This information will be shared with staff to support science.

**Recommendation:**

This is an information item only. There is no recommendation.

**Agenda Item #:VI.B.4**





**US Department of Education  
Washington, D.C. 20202**

S060A150315

**GRANT AWARD NOTIFICATION**

**10**

PR/AWARD NUMBER: S060A150315  
RECIPIENT NAME: Dehesa School District

**TERMS AND CONDITIONS**

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If you subaward under this grant, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
  3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (2) This grant award is subject to the terms and conditions (if any) identified in Attachment T.
- (3) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.
- (4) THE FOLLOWING ITEMS ARE INCORPORATED INTO THE GRANT AGREEMENT:

1. THE RECIPIENT'S APPROVED APPLICATION.

2. THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS - - -

34 CFR 75, 77, 79, 81, 82, 84, 97, 98 AND 99 and the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR Part 80 as adopted and amended as regulations of the Department in 2 CFR Part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 as adopted and amended in 2 CFR Part 3474.

3. THE BUDGET PERIOD FOR THIS AWARD IS 12 MONTHS. ALL ALLOWABLE COSTS MUST BE INCURRED WITHIN THIS PERIOD. CARRYOVER OF FUNDS ARE NOT AUTHORIZED.

4. UNDER SECTION 75.261(c) OF EDGAR, THE DEPARTMENT REQUIRES PRIOR APPROVAL FOR EXTENSION OF THE FUNDING PERIOD SPECIFIED IN BLOCK 6 ACCORDING TO THE PROCEDURES SPECIFIED IN SECTION 75.261(c).

REMINDER: PAYMENT OF GRANT FUNDS WILL BE BY DIRECT DEPOSIT TO THE RECIPIENT'S FINANCIAL INSTITUTION AND ONLY UPON THE RECIPIENT'S REQUEST.

OTHER INFORMATION AFFECTING THIS ACTION IS PROVIDED IN THE ATTACHMENTS SHOWN IN BLOCK 8.





**US Department of Education  
Washington, D.C. 20202  
GRANT AWARD NOTIFICATION**

S060A150315

A handwritten signature in cursive script, appearing to read "Heather Rieman".

**Heather Rieman  
Acting Assistant Secretary**

**07/01/2015**

**AUTHORIZING OFFICIAL**

**DATE**

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## DEHESA SCHOOL DISTRICT

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### Public Hearing Minutes

5/12/15

**I&II. Introduction:** Interested parties, the Director of Sycuan Education and the Superintendent of Dehesa School met to discuss and help plan the use of the Grant money for Title VII. The committee reviewed and discussed the current money left for the 2014/15 school year that needs to be spent by Sept 1, 2015. Question regarding the possible need to spend the remaining money by June 30, 2015. Superintendent will check with business manager for clarification. Some of the remaining money for this year will be spent on the Biosphere seminar in Arizona that one of the Dehesa teacher's will be attending, including registration and air fare. Grant money will pay for the expenses involved of attending and the sub teacher that will be filling in for her. Approximate estimate for this event is \$1,931.00.

**III. Continuing Plans:** There has been \$2664.60 spent on i-pads the past year. Discussion regarding possible need for purchase of more and decision there is not a need for more at this time; possibly a Middle School math or reading intervention program. Superintendent Hauer shared information on the Moby Max program we are using this year and having good success with; she also discussed Read 180 which we have used previously.

**IV. Questions & Comments:** Parents and director would like to see us having science and math be our main focus at this time. The teacher going to the seminar in June will be learning 5<sup>th</sup> grade material that can be modified for lower grades.

Suggestion to email the teachers and ask what additional resources they would like to have available to help address the needs of our Native American students. The Learning Center employees like the idea of having more Kumeyaay information available to students throughout the day; possibly a room on campus that supports the students that they could utilize and have a focus on their tribal roots. Superintendent Hauer said once the new rooms are built we will have more room available to consider implementing this. Sonya Brown suggested possibly having a tutor part time that could come and offer support to students to get help in their own space, even if a few hours per week. Superintendent Hauer said she would check with Bruce Cochrane in Alpine and see how they implemented this.

June 2, 2015 is next goal setting meeting day. Need a roving sub so all teachers can meet and review the goals of the students they work with.

September 25 is Native American Day. There was discussion that it would be nice to do something special on campus to celebrate, possibly on Friday, September 18<sup>th</sup>.

Discussion to set up the first Title VII meeting for 2015/16 school year. Even though it is early and the teachers won't have had a chance to evaluate their students it will be a good time to meet and go over the scores from the State and Map testing from the Spring of 2015 and set up new goals. A date of September 1<sup>st</sup> from 8:30-2:00 was set.

Adjournment: Meeting was adjourned at 11:50 am.

Submitted:

  
\_\_\_\_\_

Sheila Cochran, Administrative Secretary

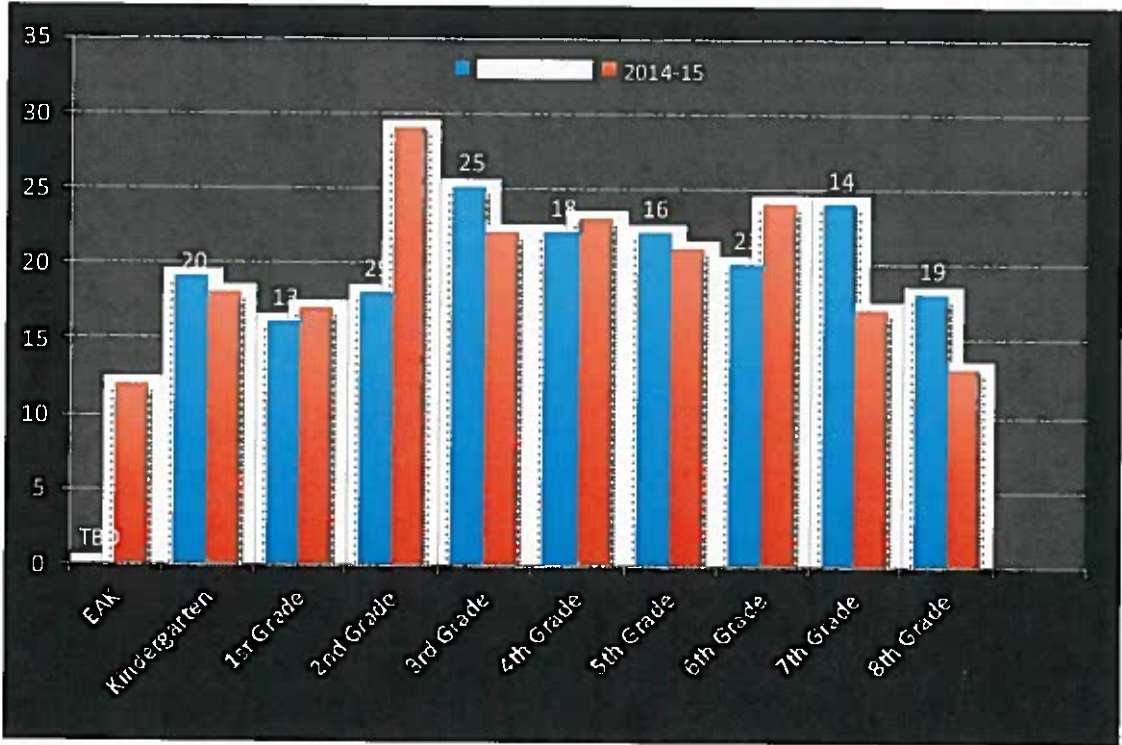
# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Dehesa School Enrollment  
as of June 17, 2015

- Meeting Date: July 23, 2015
- Action
  - First Reading
  - Information
  - Presentation
  - Public Hearing
  - Roll Call Vote Required
  - Discussion

<u>Projected Enrollment</u>	
By Grade Level	
Kindergarten .....	19
1st Grade .....	16
2nd Grade .....	18
3rd Grade .....	25
4th Grade .....	22
5th Grade .....	22
6th Grade .....	20
7th .....	24
8th .....	18
	<b>184</b>

<u>End-of-the-Year Enrollment</u>	
By Grade Level	
EAK .....	12
Kindergarten .....	18
1st Grade .....	17
2nd Grade .....	29
3rd Grade .....	22
4th Grade .....	23
5th Grade .....	21
6th Grade .....	24
7th .....	17
8th .....	13
	<b>196</b>



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer

**Subject:** Williams Quarterly  
Complaint Report

Meeting Date: July 23, 2015

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

**Background:** Laws and board policy require a quarterly report to the Board of Trustees and the County Superintendent of Schools regarding complaints to the school covered under the Williams Settlement

**Report:** We received no complaints during the second quarter of 2014 in the areas which are addressed by the Williams Settlement.

**Financial Impact:** None

**Student Impact:** None

**Agenda Item #: VI.B.6**

# SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

You are Logged on with District access.

User ID: 68049		Found 42 records.												
Year and Quarter	Instructional Materials			Facilities			Teacher Vacancy Misassignment			Totals			Locked	
	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved		
2005 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2005 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2005 3rd Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2005 4th Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2006 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2006 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2006 3rd Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2006 4th Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2007 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2007 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2007-08 1st Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2007-08 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2007-08 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2007-08 4th Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2008-09 1st Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2008-09 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes	
2008-09 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes	







# DEHESA SCHOOL DISTRICT

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

**From:** Lori Wigg  
Business Manager

**Subject:** 45 Day Budget Update

Meeting Date: July 23, 2015

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

**Background:**

Pursuant to Education Code Section 42127(i)(4), not later than 45 days after the Governor signs the annual Budget Act, a school district is required to make available for public review any revisions in revenues and expenditures made to the district's budget to reflect the funding made available by that Budget Act. The 45 day deadline for the 2015-16 budget revision is August 8, 2015.

**Report:**

A summary of the budget revisions is outlined below.

**Financial Impact:**

The new Educator Effectiveness Grant was added to the budget in the amount of \$15,950. This increase was offset by a reduction in revenues of \$7,389 to account for funding decreases to the Mandated/Discretionary Block Grant. The net change in revenues was an increase of \$8,561. The net change in expenditures was an increase of \$15,950.

**Student Impact:**

NA – For Informational Purposes Only

**Recommendation:**

NA – For Informational Purposes Only

**Agenda Item #:VI.B.7**

# DEHESA SCHOOL DISTRICT

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

**From:** Lori Wigg

**Subject:** Public Hearing for  
Disclosure of Collective  
Bargaining Agreements

Meeting Date: July 23, 2015

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

**Background:**

In July 2015, the District reached a tentative agreement for the 2014-15 school year with the Dehesa Teachers Association, the Classified School Employees Association and the Confidential/Management bargaining groups. The attached Disclosures of Collective Bargaining Agreements outline the cost of salary negotiations in accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Government Code 3547.5

**Report:**

In accordance with AB 1200, three separate disclosures were prepared and sent to the San Diego County Office of Education for their review and approval. The attached disclosures outline the cost for each bargaining unit.

**Financial Impact:**

The individual increases are summarized in the attached documents. The total cost for all groups, including benefits, is \$39,657.

**Student Impact:**

N/A

**Recommendation:**

Administration recommends holding a public hearing for purposes of disclosure of Collective Bargaining Agreements.

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

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2 23-Jul-15  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	1,462,087			1,462,087
Remaining Revenues (8100-8799)	1,874,232			1,874,232
<b>TOTAL REVENUES</b>	<b>3,336,319</b>	<b>0</b>	<b>0</b>	<b>3,336,319</b>
<b>EXPENDITURES:</b>				
1000 Certificated Salaries	890,685	18,902		909,587
2000 Classified Salaries	501,904	14,708		516,612
3000 Employee Benefits	417,000	6,047		423,047
4000 Books and Supplies	108,778			108,778
5000 Services and Operating Expenses	1,395,391			1,395,391
6000 Capital Outlay	800			800
7000 Other				0
<b>TOTAL EXPENDITURES</b>	<b>3,314,558</b>	<b>39,657</b>	<b>0</b>	<b>3,354,215</b>
OPERATING SURPLUS (DEFICIT)	21,761	(39,657)	0	(17,896)
OTHER SOURCES AND TRANSFERS IN	31,200	39,657		70,857
OTHER USES AND TRANSFERS OUT	63,090			63,090
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(10,129)	0	0	(10,129)
BEGINNING BALANCE				0
CURRENT YEAR-ENDING BALANCE	(10,129)			(10,129)
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	6,000			6,000
Restricted (9740)	72,703			72,703
Committed (9750/9760)				0
Assigned (9780)				0
Reserve Economic Uncertainties (9789)	313,940			313,940
Unassigned/Unappropriated (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

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\*The costs are included for all bargaining agreements

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\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Dehesa Charter revised documents

Meeting Date: July 23, 2015

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

## **Background:**

Element Education created and approved this Charter document for the purpose of updating the agreement between Dehesa Charter School and Dehesa Elementary School District regarding the operation of a direct-funded Charter School.

## **Report:**

Dehesa Charter documents are attached for your consideration. The changes to the existing documents include the district representative is no longer considered a non-voting member (this brings them in line with January 1 legislation that states that non-profit Boards cannot have non-voting members.) Details have been added on the procedure for their Board member selection. The suspension and expulsion section is revised to reflect independent study. Dehesa School's address was added as a location to bring them in compliance with charter law.

## **Financial Impact:**

There is no financial impact.

## **Student Impact:**

These are compliance issues that do not impact students.

## **Recommendation:**

It is recommended that the Board approve the Dehesa Charter updates.

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

**DEHESA CHARTER SCHOOL AND DEHESA ELEMENTARY SCHOOL DISTRICT**

**Dehesa Charter School**

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**Charter**

**This charter document was created and approved by Dehesa Charter School for the purpose of updating the agreement between Dehesa Charter School and Dehesa Elementary School District regarding the operation of a direct-funded charter school.**

## ASSURANCES

As the authorized lead petitioner, I, **Terri Novacek**, hereby certify that the information submitted in this petition for a California public charter school named **Dehesa Charter School**, and located within the boundaries of San Diego and its contiguous counties is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, agree that the Charter School:

- Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Shall be deemed the exclusive public school employer of the employees of the Dehesa Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]
- Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Shall admit all students who wish to attend the Dehesa Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]

- Shall at all times maintain all necessary and appropriate insurance coverage.
- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- Will follow any and all other federal, state, and local laws and regulations that apply to the Dehesa Charter School including but not limited to:
  - The Dehesa Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
  - The Dehesa Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
  - The Dehesa Charter School shall comply with any jurisdictional limitations to locations of its facilities.
  - The Dehesa Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment.
  - The Dehesa Charter School shall comply with all applicable portions of the No Child Left Behind Act.
  - The Dehesa Charter School shall comply with the Public Records Act.
  - The Dehesa Charter School shall comply with the Family Educational Rights and Privacy Act.
  - The Dehesa Charter School shall comply with the Ralph M. Brown Act.
  - The Dehesa Charter School shall meet or exceed the legally required minimum of school days.

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*Authorized Representative's Signature*

*Date*

## Dehesa Charter School

### Mission Statement

Dehesa Charter School shall promote a culture of education which empowers students to find and develop their passion and inspires the natural desire to explore and learn through choice and flexibility. Educational standards for each student develop from various constructive methodologies, Common Core, a research-based learning styles program, and the developmental stages of the learner and are met through the collaborative efforts of students, parents, mentors, and community resources. Students demonstrate mastery by making progress toward expertise in areas related to their educational goals. They demonstrate autonomy through choice and self-directed learning activities. They demonstrate a sense of purpose by engaging in meaningful learning which contributes to something larger than themselves in their educational journey to adulthood.

#### A. Educational Program

Dehesa Charter School will provide Kindergarten through 12<sup>th</sup> grade students and their parents with expanded educational opportunities that are in direct support of the charter. Charter School members are composed of students, parents, Educational Facilitators (EFs), and administrative support staff. Dehesa Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations. The program shall be nondiscriminatory based on ethnicity, national origin, gender, religion or disability. There will be no tuition charged to attending students. EFs collaborate with students and parents to select curriculum and determine instructional methods, goals, and assessment. Students complete assignments which are reviewed by parent and EF. The EF is available by telephone, internet, or in person to provide learning support and feedback in addition to written responses and personal attention. There are various instructional strategies and methodologies used by EFs who work with individual students.

Parents with high school students will be notified upon enrollment of eligible courses that meet college entrance requirements and will be available through the school's website. In addition, parents will also be notified of the transferability of courses to other public high schools. The school will continue to be fully WASC accredited. In addition, it will continue to obtain course approvals through the University of California A-G admissions criteria to meet the college entrance requirements.

#### Curriculum

Dehesa Charter School will integrate the California state standards into a personalized learning plan which focuses on interests and talents and encourages mastery through autonomy and purpose. Materials aligned with California state standards are provided. In addition, parents and EFs will have the option to choose from a variety of other curriculum resources. A key component of the program will be individual choice of materials and instructional methods within the overall educational framework.

All standards and benchmarks will be developmentally sensitive, age-appropriate, and sequenced to assure students achieve desired results to be eligible for a Dehesa Charter School diploma. The standards and benchmarks address content knowledge, process skills, and evolving work habits.



They also emphasize real-world applications and acquisition of information through authentic learning opportunities where possible. The scope and sequence of the curriculum will be articulated in a manner that enables students to enter or return to the programs offered at a traditional school at any grade level.

### **Instruction**

It is recommended that students use multiple methods of instruction to provide a well-rounded learning environment. Options include, but are not limited to:

**Independent Reading**– Instruction is available through print sources such as novels, workbooks, articles, textbooks, original sources, e-books, online sources, etc. Resources may be located at the community library, the school’s resource center, home libraries, vendor instructors, etc.

**Internet** –Students may use a variety of online resources for instruction. Use of this method continually expands as internet-based learning options continue to grow.

**Field Experience** - Students are required to utilize the community for learning in some manner each semester. The school coordinates several opportunities for students to participate in field trips, internships, community service, competitive teams, clubs, job-shadowing, etc. In addition, opportunities for real-world learning are promoted throughout the year for families to participate on their own.

**Credit by Exam** – A full complement and variety of exams will be available to assess students wishing to obtain high school course credit. Designated exams may be used from accredited curriculum providers or developed internally based on approved course descriptions and aligned to California state standards.

**College Courses** - When appropriate, students are given the opportunity to attend local colleges to take courses for credit. This option would be possible via distance learning or in-person attendance with colleges and universities. It is directly dependent on the individualized learning plan of the student. Students are encouraged to enroll in a minimum of one college course before graduation.

**Vendor Instruction** – Vendor Instruction is provided by private contractors and is intended to supplement and enrich course content. Services are available for one on one as well as small group instruction.

**Learning Center Instruction** – Small group instruction as well as other academic support is provided at learning centers. Classes, workshops, and tutoring supplement the required coursework.

Dehesa Charter School will serve students and families who have chosen a Personalized Learning environment for one or more of the following reasons:

- Instructional methods, schedule, and/or environment which correspond to their learning style and developmental level
- Desire to engage in educational opportunities not provided at local school
- Health reasons prohibiting attendance at site-based programs

- Flexible study schedule
- Academic challenge
- Family relationships, personal beliefs, and values
- Remedial strategies that cannot be provided in a classroom
- Desire to travel during the school year

It is expected that there exists a sincere desire of the parent to facilitate their child's education in accordance with the school's guidelines and a positive relationship between the parent(s) and the student. In addition, the parent(s) must possess the ability to supervise their child and participate in instruction, and the student must possess the motivation, commitment, organizational skills, and academic skills to work with limited supervision by a certificated teacher.

Elementary students will be placed at an appropriate entry level with regard to age. High school students will be placed in grade level based on the number of semesters completed.

Dehesa Charter School identifies an educated person in the 21<sup>st</sup> century as one who:

- Demonstrates mastery of basic life skills, including personal finance
- Is self-directed and self-motivated
- Communicates well and works cooperatively with others
- Is literate and numerate
- Demonstrates social sensitivity and good citizenship
- Is creative and innovative
- Discovers his/her own artistic sensibility
- Develops multiple problem solving techniques
- Is technologically literate
- Is ecologically literate
- Is resourceful
- Thinks on a global level
- Adapts to change
- Explores own experience and actions

Dehesa Charter School believes that learning occurs when:

- Parents, students, and EFs collaborate as an educational team
- There is strong family involvement and support in the educational process
- Students collaborate with, or are mentored by, various age levels and abilities
- Material is presented in a multi-sensory format
- Instruction presents in-depth learning opportunities
- Research-based techniques are utilized
- Student-teacher ratio is appropriately sized for the age and content
- The learning environment is understood to be an interdependent system in which people, environment, beliefs, experiences, etc. all play a role in the learning process and results
- Technological tools are used when appropriate
- The student has insight into his/her learning styles and strategies
- The student views learning as the result of his/her own self-initiated interaction with the world
- Students have flexibility and choice in their studies

- The student completes a predetermined level of understanding rather than a commitment of time
- Students understand the meaning behind their learning
- Instruction is brief and the student is involved in the learning process

### Goals and Objectives

**Goal:** Every learner engages in self-directed learning through the use of developmentally appropriate materials and the freedom to follow their interests and passion. Common Core standards are incorporated into learning plans in a manner which does not detract from this goal.

**Objective:** Materials and methodology utilized in carrying out learning plans are carefully determined to meet the needs of the learner.

**Objective:** Educational Facilitators are trained in the use of a wide variety of materials, curriculum, and methodologies.

**Objective:** Educational Facilitators engage in self-directed professional development through the practice of objective self-assessment, assessment of student growth and motivation, colleague collaboration, and research.

**Goal:** Every student leaves Dehesa Charter School prepared for his/her next step, whether it be graduation or transfer.

**Objective:** Educational Facilitators know students on a personal level and use learning styles insight and techniques to drive student learning and assist in goal setting as needed.

**Objective:** Educational Facilitators are knowledgeable in options available to learners which help them achieve their goals.

**Goal:** One or more family members of every student are actively aware of and involved in the day to day learning which occurs for each learner.

**Objective:** Learning plans are created in a manner which supports participation of the parent and empowers the parent as a guide/mentor.

**Objective:** Opportunities for parent involvement outside of direct instruction are provided.

**Goal:** Students find purpose in education

**Objective:** Students engage in meaningful learning through real-world interactions, project-based assignments, and integrated studies.

**Objective:** Educational Facilitators encourage students to see purpose in learning beyond themselves.

### **Plan For Students Who Are Academically Low Achieving**

Students who are not achieving at grade level will be identified through standardized assessment scores as well as monthly evaluation of work. State adopted textbooks and/or specialized instruction will be incorporated into the curriculum for those scoring basic and below to ensure the standards are being integrated into instruction. One on one instruction will be provided in math and language arts for students, and coaching will be provided for parents in need.

### **Plan For Students Who Are Academically High Achieving**

The charter school will identify and respond to the needs of students who are academically high achieving by personalizing curriculum to increase rigor and provide appropriate level of challenge. High school students are encouraged to enroll in community college courses, as Advanced Placement (AP) courses are not offered through DCS.

### **Plan For English Learners**

Students whose first language is not English will take the California English Language Development Test (CELDT) and be identified according to the results of that test. English Learner (EL) services are provided at least once a week at the closest learning center and/or online courses. Parents are expected to be enrolled in a program to learn English as well. Each student must have access to an English speaking mentor on a daily basis.

### **Plan For Special Education**

Dehesa Charter School wishes to be under the district Local Education Agency (LEA) status for provision of special education services. The school will participate in a Special Education Local Plan Area (SELPA).

Performance standards and assessments for students with special needs will be adopted as appropriate to their Individual Education Plans (IEP).

The Charter School pledges to work in cooperation with all local education agencies and work with SELPAs to ensure that a free appropriate public education (FAPE) is provided to all students with exceptional needs.

During its operations, the school intends to provide special education and related services pursuant to Education Code Section 47641(b). A memorandum of understanding (MOU) between the charter school and school district shall define the amount of services, funding, or a combination of both that the charter school shall receive each year. The school may pursue independent LEA and/or special education local plan area (SELPA) status pursuant to Education Code Section 47641(a) and the district/county shall not hinder or otherwise impede the efforts.

The charter school will identify and respond to the needs of students with disabilities by complying with the provisions of Education Code §47641. An IEP meeting will be held within thirty days of enrollment to determine the appropriateness of independent study and the necessary services to support progress. Students who enter the program without an IEP but show signs of a learning disability will be referred to the appropriate staff member –to develop a Student Success Team (SST) and make necessary modifications to the student's learning plan. The Director of Special Education shall coordinate all necessary testing, should it be deemed necessary at the SST meeting. Special Education services shall be provided by charter school staff. In the event staff

is not available due to location or ability, a qualified independent contractor will provide the services in accordance with the IEP.

## **B. Measurable Pupil Outcomes**

Students of Dehesa Charter School will have access to a broad course of study and will demonstrate critical and creative thinking skills, knowledge, and attitudes specified as goals on their learning plans. History/Social Science, mathematics, English/Language Arts, science, and physical education/health are core subjects. In addition, high school students will meet minimum requirements for Career Technical Education, Technology, and Visual Performing Arts and/or World Language.

1. **MASTERY** Appropriate age or ability-level mastery of:
  - History/Social Sciences: Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.
  - Mathematics: Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects that the staff and Governing Board deem appropriate.
  - English/Language Arts: Students will demonstrate strong reading, writing, listening, speaking, and communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures.
  - Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and geology.
  - Physical Education and Health: Students will demonstrate knowledge of pertinent issues of health and the development of physical fitness. They will make informed decisions, modify behaviors, and change social conditions in ways that are health enhancing and increase health literacy.
  - Career Technical Education (grades 7-12): Students will demonstrate proficiency in the eleven anchor standards associated with career ready practices.
  - Technology (grades 7-12): Students will demonstrate ability to analyze, learn, and explore with various forms of technology for effective learning and productive living in an increasingly global and digital world.
  - Visual and Performing Arts (grades 7-12): Students will engage in the study of artistic perception, creative expression, historical and cultural context, and aesthetic valuing in the areas of dance, music, theater, and/or visual arts.
  - World Language (grades 7-12): Students will engage in the study of content, communication, cultures, structures, and settings of one or more target languages and

meet a minimum of stage two on the Language Learning Continuum (understand and produce sentences and strings of sentences).

2. **AUTONOMY** Students will develop skills which will enable them to pursue their own path of learning throughout their adult lives, including:

- Study skills and habits, e.g. note-taking, research skills, studying strategies
- Ability to plan, initiate, and complete a project
- Ability to reflect on and evaluate one's own and others' learning
- Ability to connect with local and global communities
- Seek and utilize a variety of resources
- View learning as a result of his/her own self-initiated interaction with the world
- Ability to build a team and collaborate and work effectively with others in cooperative groups (e.g. plan and implement a project in service to the school and/or the greater community)
- Recognizing their role in an interdependent community
- Attributes of healthy social-emotional intelligence (self-restraint, persistence, self-awareness, empathy, reframing, etc.)
- Articulate, thoughtful, and effective communication

3. **PURPOSE** Students will discover the meaning behind learning by demonstrating:

- Personal financial management skills (e.g. budget developing, balancing check books)
- Job readiness and career development skills (e.g. developing resumes, career awareness, job internships)
- Higher education continuance skills (e.g. college applications, financial aid forms)
- Global Awareness (e.g. the interconnectedness of transportation, media, internet, economy, reorganizations, etc.)
- Resilience to change (positive adaptation during or following exposure to adversity, etc.)
- Eco-literacy (e.g. affective and cognitive awareness of how nature sustains life)
- Social and civil responsibilities (actions and attitudes associated with democratic governance and social participation)
- Setting purpose goals (to help others, to learn, to grow)

### **C. Methods for Measuring Outcomes**

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. The school will develop content and performance standards based on Common Core standards for all students and a variety of assessments will be used to determine that students are learning and growing consistent with expectations.

Working with curriculum (performance tasks) in a variety of experimental learning settings will enable students to be more engaged in the learning process and foster workplace skills. Part of the learning process will require students and EFs to reflect on their learning, to self-evaluate their progress, and to design steps for improvement and advancement of their growing body of knowledge. Students will learn how to use information as a strategic lifelong resource as they will learn how to identify problems, find and evaluate resources, plan work strategies, synthesize

and present information. By working with information in a variety of contexts, students will develop an understanding and appreciation for its importance, and they will be more likely to retain and apply it in real-world applications.

Students in Dehesa Charter School will be assessed in each area by a combination of ongoing Educational Facilitator assessments, portfolios, performance and norm-referenced exams. In order to track student performance against identified standards and reported on an on-going basis, quantitative and qualitative assessment measures will be identified or developed such as:

- Systematic collection of student work to be added to the student's portfolio
- Demonstration of student skills (i.e. reading, writing, mathematics, extra-curricular, etc.)
- Monthly summaries of completed work
- Parent-Educational Facilitator observations and surveys
- State mandated achievement tests
- SAT achievement tests
- Internal standardized assessment
- California High School Exit Exam (CAHSEE)
- California English Language Learner Test (CELDT)
- Community College transcripts

Assessment is performance-based and will require students to demonstrate their ability to use their knowledge to solve problems and communicate the results of their learning. Students will be evaluated on the tasks or projects they do, their ability to work well with others, and their responses to problem situations. The following methods of evaluation will be used:

- ***Educational Facilitator evaluation*** of student work includes, but not limited to, a review of assignments, evaluation of worksheets, projects, and special assignments, and locally administered evaluations of student work. Summative assessments can be done at the end of a unit, course, or sequence of lessons. The chapter test, final exam, final draft of a writing project, and senior exhibition are all examples of summative assessments.
- ***Portfolio evaluation*** will include a purposeful and systematic collection of selected and self-assessed student work developed over time in collaboration with the EF. The staff will continue to develop procedures and assessment criteria to review, evaluate, and compare student portfolios in order to utilize up to date formats and maintain quality. The portfolio will be a collection or gathering of a student's best work from all aspects of his/her learning experiences including examples from academic curriculum, co-curricular activities and examples of work from community service. Collected work samples will be based on the personalized learning plan.
- ***Performance-based exams*** are exams that will relate student performance directly to performance standards. These exams will provide an analytical approach to student performance and will be used taken into consideration when adjusting instructional strategies and modifying learning plans.
- ***Rubric evaluations*** are matrices of narrative statements used to evaluate the quality of students' work in relation to the performance benchmarks and shall be used on a regular basis.

- **Criterion-based testing** will show progress in specific subject or curriculum areas. It is a common practice for publishers to have an assessment correlated to the text. This is a possible option within a specific course. Options exist for correlation of assessments with curriculum. In addition, the school will use online test preparation products.
- **State mandated tests** – Dehesa Charter School will administer state-mandated tests, which will be open and available for all eligible students to take. Dehesa Charter School staff members will strongly encourage all students to participate in this assessment program.

All instruction is designed with regular evaluation of student work. Assignments and examinations measure student performance in each course. EFs perform systematic reviews of student work that include reviews of assignments, evaluation of progress and evaluations of completed work (quality and quantity). EFs working closely with parents and/or concerned adults have the first responsibility for measuring and monitoring student progress and performance.

Successful completion of end-of-course assessments, regardless of type, will be required of all students wishing to obtain a Dehesa Charter School diploma. Every student is required to display an understanding and working knowledge of the essential knowledge and skills that all students must learn. In all cases, measures to ensure secure testing and confidentiality of records and transmission of tests and related information will be implemented.

Data is collected and analyzed with the use of software allowing for personalization so that standardized, as well as custom, assessments can be incorporated. Data on student achievement is reported a minimum of once annually to the governing board. Educational Facilitators will monitor and report data to the student and parent on a monthly basis to determine whether adequate academic progress is being made. School-wide data is monitored bi-monthly and evaluated by the Leadership Team to make improvements to the charter school program as needed.

The charter school will develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP), beginning on July 1, 2014, using a template adopted by the California State Board of Education (SBE). The Dehesa Charter School staff will continue to examine and refine its list of student expectations and develop clear graduation expectations consistent with school's mission and California requirements.

#### **D. Governance Structure**

Dehesa Charter School will be operated as a California State Charter School in accordance with applicable California Education Code and the Charter School Act. It shall be governed by Element Education, Inc., a non-profit public benefit corporation pursuant to California law. The corporation's governing board shall be fixed at no less than three (3) and no more than seven (7) members. All members shall be designated by a nominating committee and, where feasible, reflect the make-up of the corporation community. Each term of office shall be for two (2) years and shall expire at the end of the annual meeting in the year of expiration. Board members may serve for consecutive terms if nominated by the Nominating Committee

In the event of a vacancy, and annually as member terms conclude, the Executive Director shall convene the Nominating Committee to recruit and interview candidates. The Nominating



Committee that designates individuals to serve on the Governing Board shall consist of five (5) individuals. The Nominating Committee shall consist of three parents representing more than one school operated by the corporation. The total parent population of the corporation will be provided opportunity to elect parent representatives for the nominating committee. The remaining two individuals shall consist of one (1) individual selected by the Executive Director and one (1) individual selected by the existing Governing Board. The Committee shall present a slate of candidates at the annual meeting of the Governing Board for a vote by the Governing Board. Candidates designated to fill vacancies shall be presented at the next regular meeting following Nominating Committee meeting selection. The Nominating Committee shall convene three months prior to the annual meeting and in the event of a vacancy to select a committee leader who will facilitate the nominating procedure.

The major roles and responsibilities of the operating corporation's Governing Board will include, but not be limited to, establishing and approving all major educational and operational policies, approving all major contracts, contracting with a business services company, if desired, approving the school's annual budget, overseeing the school's fiscal affairs, and selecting and evaluating the Executive Director. Additionally, it shall seek advisory input from the Advisory Council regarding matters affecting the operation and performance of the Charter School.

The Governing Board shall comply with the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of the California Government Code commencing with Section 54950), the Political Reform Act and other conflict of interest laws applicable to charter schools. Additionally, no more than 49% of the voting members serving on the Governing Board may be interested persons. An "interested person" is: (1) any person currently being compensated by Dehesa Charter School for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise excluding any reasonable compensation paid to a trustee as a trustee; or (2) any family member including parent, grandparent, spouse, child, sibling or any corresponding in-law, step, adoptive relative, or anyone residing on a permanent basis in the home of an individual being compensated by the school.

The Advisory Council will be designed to represent the primary stakeholders in the charter, meaning the parents, students and staff. The Advisory Council is responsible for making non-binding collaborative recommendations to the School Director with regards to:

- a. Budget priorities
- b. Educational program/ instructional strategies
- c. Charter renewal recommendations
- d. Academic and instructional policies
- e. School Calendar
- f. Other matters as determined by School Director

The Advisory Council shall consist of seven (7) to nine (9) members; all of which are voting. Membership shall consist of up to four parents, with at least one from each county. Other members shall be two (2) students and two (2) Educational Facilitators, representing two different counties. The School Director shall serve as the chairperson of the committee and will provide reports directly to the Governing Board of the operating corporation. The Advisory Council will meet a minimum of two times per school-year.

The Governing Board of the operating corporation shall employ the Executive Director of the Charter School to have specifically delegated authority in the daily operations of the school.

Final authority for all matters dealing with the administration or operation of Dehesa Charter School shall reside with the operating corporation's Governing Board.

The Executive Director will focus on planning, developing innovative programs, and examining issues of educational leadership and of progress toward meeting the school's stated standards and goals.

The School Director oversees the daily operations of the school and provides periodic reports to the Advisory Council and makes presentations on school status and achievement to the operating corporation's Board on a monthly basis.

Administrative services are provided by certificated and classified personnel located at the school office at 1441 Montiel Road, Suite 143, Escondido, CA 92026. Services for business management and/or technology are handled by the corporation.

Dehesa Charter School will receive its funding directly from the State through the direct funding model. Dehesa Charter School will have its own mailing address, accounts in the county treasury, and bank accounts and is responsible for managing the school's funds.

Management of Dehesa Charter School shall be performed entirely at the risk of the charter school and the operating corporation. Both Dehesa Charter School and the operating corporation shall defend, indemnify, and hold harmless the district and its officers, agents, servants, representative and employees from and against all losses, including loss of use, liability damage, claims, demands, action and proceedings and all costs and expenses connected therewith, including reasonable attorneys' fees, of whatsoever cause or nature on account of any damage or loss or destruction of any property, including employees of the district, or injury to or death of any person, including employees of the district or deprivation of any civil or educational right caused in whole or in part by any negligent act or omission of Dehesa Charter School or any of its agents, servants, representative, employees or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable regardless of whether or not it is caused in part by a party indemnified under the charter.

Dehesa Charter School and its operating corporation will ensure they mutually maintain, during the term of the charter, such public liability and property damage insurance as shall protect the charter school and the sponsoring district, and their officers, agents, servants, representatives and employees, from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage as well as all claims and liens of all persons for deprivation of civil right, including rights of persons with disabilities, arising from the operations under this charter, in minimum amounts set forth as follows: (1) \$1,000,000 per occurrence; and (2) \$2,000,000, excess insurance.

Dehesa Charter School will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability or religion.

#### **Plan for Parental Involvement**

Parents are responsible for the daily oversight of academic engagement. Educational Facilitators communicate with parents a minimum of one session per learning period to discuss goals, progress, assessment, instructional strategies, etc. Parents are encouraged to participate in school organized activities as well (field trips, learning center instruction, workshops, expositions, etc.)

Various surveys are used throughout the year to gather parent input related to planning and school culture.

#### **E. Employee Qualifications**

Educational Facilitators are the driving force behind student success at DCS. The EF's ability to observe and dialogue with the individual enables him/her to support the student's inner developmental timeline while preparing an environment that is suitable, yet challenging.

DCS recognizes the need for balance between independent study and direct instruction to meet the demands of the state adopted standards. DCS intends to meet the requirements of the state while using personalized instructional methods. Educational Facilitators are expected to extend their professional development beyond that offered to all staff.

Dehesa Charter School will retain and employ teaching staff that hold California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. EFs will oversee the academic coursework and student progress as specified in the school's operational policies.

Dehesa Charter School may also employ or retain non-certified instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not assign grades or approve student work assignments without the approval of an EF. All non-instructional staff will possess experience and expertise appropriate for their position within the school as outlined in the school's staffing plan and the school's personnel policies.

All employees of the charter school shall be tested for tuberculosis (TB) and Live-scanned.

Hiring of the Executive Director shall be the responsibility of the corporation's Governing Board. All other employees, including the School Director, shall be hired by the Executive Director and reported to the Governing Board.

#### **F. Health and Safety Procedures**

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts.

##### **Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and finish a criminal record summary as required by Ed. Code 44237 and 45125.1. The results are monitored by the Human Resources Department and filed in the employee's personnel file.

##### **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

### **TB Testing**

All staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

### **Immunizations**

All students will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

### **Medication in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

### **Emergency Preparedness**

The Charter School shall adhere to a School Safety Plan drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This Plan shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility used prior as a School site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the School Safety Plan for the Charter School. The School Safety Plan shall be maintained on file for review. Charter School staff shall be trained annually on the safety procedures outlined in the plan.

### **Blood-borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus.

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Drug Free/Alcohol Free/Smoke Free Environment**

The Charter School shall function as a drug, alcohol, tobacco, and smoke free workplace.

### **Facility Safety**

DCS shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The School agrees to maintain sprinkler systems, fire extinguishers, and fire alarms at its resource centers to ensure that they are in operable condition at all times. Records of facilities compliance shall be maintained on file at each location

**Address of current facilities:**

4612 Dehesa Road, El Cajon, 92019  
1441 Montiel Road, Suites 143 and 154 Escondido, 92026  
6797 Embarcadero Lane, Carlsbad, CA 92011  
4646 Mission Gorge Place, San Diego, 92129  
46346 Mission Gorge Place, Suites 101-103, San Diego 92129

**Comprehensive Sexual Harassment Policies and Procedures**

The Charter School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School sexual harassment policy.

**Insurance Requirements**

No coverage shall be provided to the charter school by the District under any of the District's self-insured programs or commercial insurance policies. The charter school shall secure and maintain, as a minimum, insurance as set forth below to protect the charter school from claims which may arise from its operations.

It shall be the Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners or sponsors for compliance with the insurance requirements.

**Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, the charter school does hereby agree, at its own expense, to indemnify, defend and hold harmless the Dehesa Elementary School District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. The charter school further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the Dehesa Elementary School District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by the charter school, and their officers, directors, employees or volunteers. Moreover, the Charter School agrees to indemnify and hold harmless the District for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

**Asbestos Management**

The charter school shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Prior to commencing instruction, Dehesa Charter School will adopt and implement a comprehensive set of health, safety, and risk management policies. These policies will be developed in consultation with the school's insurance carriers and at a minimum will address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent.
- A policy that the school will be housed in facilities that have received state Fire Marshall approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial safety hazard.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.
- A requirement that each employee of the school submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

These policies will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts and governing board policies.

#### **G. Means to Achieve Racial and Ethnic Balance**

Dehesa Charter School will implement a student recruiting strategy that includes but is not necessarily limited to, the following elements or strategies to attempt to achieve a racial and ethnic balance among students that is reflective of the district:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the district.

#### **H. Admission Requirements**

Dehesa Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools as defined in Education Code. No student will be denied admission to the school based on ethnicity, creed, gender, national origin, or disability. Admission to the school will require a commitment from students, parents/guardians and/or other concerned adults who may be directly responsible for the child's development.( i.e., counselors, social workers). The Charter School will actively seek those students who will benefit from an

independent study model of instruction and counsel those seeking admission who may, in the opinion of the interviewer, benefit to seek other learning opportunities. Admission to this charter will be limited to students living in San Diego, Riverside, and Orange counties.

In the event Dehesa Charter School becomes oversubscribed, the operating corporation's Governing Board will implement a system for the management of growth and enrollment. Students will be admitted based on a system that may include lotteries, waiting lists, or other methods that are in accordance with California law. Students will be considered based on the geographic region of residence with preference being extended to siblings of currently enrolled students. The Governing Board reserves the right to modify or adjust enrollment policies in order to maintain compliance with California state law.

No student, including those with identified exceptional needs, that was enrolled in a California public school immediately prior to enrolling in Dehesa Charter School may be admitted to Dehesa Charter School until the student has formally withdrawn from his/her prior district and provided the charter school with written verification of such withdrawal. In turn, Dehesa Charter School will provide written notification to the prior school that the student has enrolled in Dehesa Charter School.

**Students with Exceptional Needs:**

No individual with exceptional needs as defined in Section 56026 may participate in independent study, unless his or her IEP specifically provides for that participation.

A child with disabilities attending DCS shall receive special education instruction or designated instruction and services, or both in the same manner as a child with disabilities who attends independent study schools in other LEA's in California. Functioning as an LEA with full responsibility for providing special education services to its students, Dehesa Charter School shall ensure that all children with disabilities enrolled in Dehesa Charter School receive special education and instruction in a manner that is consistent with their IEP and in compliance with IDEA and implementing regulations.

**I. Annual Financial Audit Processes**

DCS will select a reputable independent auditor to perform an annual audit of the school's financial affairs. The District may exercise their right to select the auditor, as long as the auditor has independent study charter school experience. The audit will verify the accuracy of the school's financial statements, attendance and enrollment, accounting practices, and review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles (GAAP) applicable to the school. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the Chief Business Officer of the corporation, approved by the the - governing board, and provided to the sponsoring district. In the event there are exceptions and/or deficiencies, the board will report to the charter-granting agency how the exceptions and deficiencies have been or will be resolved. .

Dehesa Charter School will compile and provide to the district an annual performance report. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes specified in Element B from assessment instruments and techniques listed in Element C.
- A summary of major decisions and policies established by the school's governing board during the year.
- An overview of the school's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.

#### **J. Suspension and Expulsion**

Dehesa Charter School accepts students who have been suspended or expelled from other schools. Upon enrollment, a Student Success Team (SST) will convene to discuss the appropriate instructional options for the student.

A written agreement shall be reviewed and signed by the EF, parent, and student each semester. At a minimum, the agreement will include: the manner, time, frequency, and place for submitting a student's assignments and reporting progress, the objectives and methods of study, resources to be utilized, the maximum length of time allowed between the assignment and the completion of assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.

In the event it has been determined that it is not in the best interest of the student to remain in the school, a written record of the finding shall be maintained for a period of three years from the date of the evaluation and shall be placed in the student's cumulative file.

#### **K. Employee Benefits**

Certificated staff at Dehesa Charter School will participate in the State Teachers Retirement System (STRS) and will have access to other school-sponsored retirement plans according to policies developed by the governing board and adopted as the corporation's employee policies. Participation in the Public Employment Retirement System (PERS) may be available to classified staff as determined by the corporation's governing board.

#### **L. Attendance Alternatives**

Students who opt not to attend Dehesa Charter School may attend any district school in accordance with existing enrollment and transfer policies of their district or county of residence.

#### **M. Return Rights of Employees**

Persons employed by Dehesa Charter School are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from employment to work at the Dehesa Charter School and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment.

Dehesa Charter School maintains full responsibility and liability for hiring and retention practices for all employees of Dehesa Charter School. The sponsoring district does not employ or retain any responsibility for employment of individuals at Dehesa Charter School. Dehesa Charter School shall be deemed the exclusive public school employer of the employees of the charter school for the purpose of the Educational Employment Relations Act, and the right of Dehesa Charter School employees shall be as specified in this Charter.



## **N. Dispute Resolution Procedures**

The intent of this dispute resolution process is to (1) resolve disputes with the school pursuant to the school's policies, (2) minimize the oversight burden on the district, and (3) ensure a fair and timely resolution to disputes.

### **Public Comments**

The staff and governing board members of the school and the district agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

### **Disputes Arising from within the School**

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the school.

The district shall not intervene in any such internal disputes without the consent of the governing board of the school and shall refer any complaints or reports regarding such disputes to the governing board and/or director of the school for resolution pursuant to the school's policies. The district agrees not to intervene or become involved in the dispute unless the dispute has given the district reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the governing board of the school has requested the district to intervene in the dispute.

### **Disputes Between the School and the Charter-Granting Agency**

In the event that the school or granting agency has disputes regarding the terms of this charter or any other issue regarding the school and the grantor's relationship, both parties agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

In the event of a dispute between the school and the grantor, the staff and the governing board members of the school and district agree to first frame the issue in written format and refer the issue to the superintendent of the district and director of the school. In the event that the grantor believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Executive Director and the Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the Superintendent of the district and Executive Director of the school and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director shall meet jointly to identify a neutral, third party arbitrator. The format of the arbitration session shall be developed jointly by the superintendent and director, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non-binding, unless the governing boards of the school and grantor jointly agree to bind themselves.

Any amendments to this charter shall be made by the mutual agreement of the governing boards of the Charter School and charter-granting agency. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605 and require the approval of the sponsoring district.

### **Oversight, Reporting, Revocation and Renewal**

The Sponsoring School District may inspect or observe any part of the school at any time.

The governing board of the sponsoring school district may revoke this charter by a majority vote based upon presentation of a written finding the charter did any of the following:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in this Charter.
2. Failed to meet or pursue the pupil outcomes identified in the charter
3. Failed to meet GAAP or engaged in fiscal mismanagement
4. Violated any provision of the law.

Prior to revocation the District Chartering Board shall notify Dehesa Charter School of any violation and give Dehesa Charter School a reasonable period of time as determined by the District board, but in no event to exceed six months within which to correct the violation, unless the Board determines in writing, that the violation constitute a severe and imminent threat to the health or safety of students. In the event a violation is not corrected as reasonably requested by the board within the reasonable period of time specified, the District Board may take action to revoke the Charter.

The Sponsoring School District agrees to receive and review the annual fiscal and programmatic audit and annual performance report as specified in Element I. Within two months of the receipt of this annual review, the charter-granting agency must notify the governing board of the school as to whether it considers the school to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the charter-granting agency's conclusions. The term of this Charter upon renewal shall be for five (5) years.

### **O. Employee Representation**

Dehesa Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Education Employment Relations Act.

### **P. Procedures for Closure**

Closure of the School will be documented by official action of the Governing Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Governing Board will promptly notify parents and students of the School, the District, the San Diego County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding

the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The School will ask the District to store original records of School students. All records of the School shall be transferred to the District upon School closure. If the District will not or cannot store the records, the School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the School will prepare final financial records. The School will also have an independent audit completed within six months after closure. The School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the School.

The School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the School, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the School, remain the sole property of the School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

Approved by Element Education, Inc., June 16, 2015  
Approved by Dehesa Elementary School District

On closure, the School shall remain solely responsible for all liabilities arising from the operation of the School.

As the School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Community Montessori  
revised documents

Meeting Date: July 23, 2015

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

## **Background:**

Element Education created and approved this Charter document for the purpose of updating the agreement between Community Montessori Charter School and Dehesa Elementary School District regarding the operation of a direct-funded Charter School.

## **Report:**

Community Montessori Charter documents are attached for your consideration. The changes to the existing documents include the district representative is no longer considered a non-voting member (this brings them in line with January 1 legislation that states that non-profit Boards cannot have non-voting members.) Details have been added on the procedure for their Board member selection. The suspension and expulsion section is revised to reflect independent study. Dehesa School's address was added as a location to bring them in compliance with charter law.

## **Financial Impact:**

There is no financial impact.

## **Student Impact:**

These are compliance issues that do not impact students.

## **Recommendation:**

It is recommended that the Board approve the Community Montessori Charter updates.

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

**COMMUNITY MONTESSORI CHARTER SCHOOL AND DEHESA ELEMENTARY  
SCHOOL DISTRICT**

**Community Montessori Charter School**

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**Charter**

**This charter document was created and approved by Community Montessori Charter School for the purpose of updating the agreement between Community Montessori Charter School and Dehesa Elementary School District regarding the operation of a direct-funded charter school.**

## **AFFIRMATIONS/ASSURANCES**

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As the authorized lead petitioner, I, **Terri Novacek**, hereby certify that the information submitted in this petition for a California public charter school named **Community Montessori Charter School**, and located within the boundaries of San Diego and its contiguous counties is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, agree that the Charter School:

- Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Shall be deemed the exclusive public school employer of the employees of the Community Montessori Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]
- Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Shall admit all students who wish to attend the Community Montessori Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given

to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]

- Shall at all times maintain all necessary and appropriate insurance coverage.
- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- Will follow any and all other federal, state, and local laws and regulations that apply to the Community Montessori Charter School including but not limited to:
  - The Community Montessori Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
  - The Community Montessori Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
  - The Community Montessori Charter School shall comply with any jurisdictional limitations to locations of its facilities.
  - The Community Montessori Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment.
  - The Community Montessori Charter School shall comply with all applicable portions of the No Child Left Behind Act.
  - The Community Montessori Charter School shall comply with the Public Records Act.
  - The Community Montessori Charter School shall comply with the Family Educational Rights and Privacy Act.
  - The Community Montessori Charter School shall comply with the Ralph M. Brown Act.
  - The Community Montessori Charter School shall meet or exceed the legally required minimum of school days.

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**Terri Novacek, Lead Petitioner**

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**Date**



## **Community Montessori Charter School**

### **Mission Statement**

Community Montessori Charter Schools shall promote a culture of education which empowers students to find and develop their passion and inspires the natural desire to explore and learn through choice and flexibility. Educational standards for each student develop from the Montessori methodology, Common Core, a research-based learning styles program, and the developmental stages of the learner and will be met through the collaborative efforts of students, parents, mentors, resource centers, and community resources. Students work with students both within and outside their grade level and have access to teachers with a wide variety of interests and backgrounds. Students demonstrate mastery by making progress toward expertise in areas related to their educational goals. They demonstrate autonomy through choice and self-directed learning activities. They demonstrate a sense of purpose by engaging in meaningful learning which contributes to something larger than themselves in their educational journey to adulthood.

#### **A. Educational Program**

Community Montessori Charter School (CMCS) will provide an educational program of any combination of grade levels for grades Kindergarten through 8<sup>th</sup> grade. Charter School members are composed of students, parents, Educational Facilitators (EF) and administrative support staff. The School will be nonsectarian in its programs, admission policies, employment practices and all other operations. The program shall be nondiscriminatory based on ethnicity, national origin, gender, religion or disability. There will be no tuition charged to attending students.

CMCS will integrate the California state standards into a Montessori curriculum. The core subject areas of language arts, math, science (including botany and zoology), and cultural studies (including history, social anthropology, and geography) will be complemented by practical life, sensorial, technology, visual and performing arts, foreign language, the human values curriculum, and physical education.

#### **Curriculum**

CMCS will integrate Montessori curriculum into the CA state standards framework. As a public school, the CA state standards will always be the guide, to provide a fair, appropriate, and competitive education to the students.

CMCS's course of study is organized to encompass the full substance of the traditional Montessori curriculum integrated with the state standards and goes beyond to teach students how to think clearly, do their own research, express themselves well in writing and speech, and put their knowledge to practical application.

CMCS lessons are introduced simply and concretely in the early years and are reintroduced several times during the following years at increasing degrees of abstraction and complexity, with new standards being covered as well.

The course of study is an integrated thematic approach that ties the separate disciplines of the curriculum together into studies of the physical universe, the world of nature, and the human experience. This approach assists students in the discovery of the inter-connectedness of all

disciplines and brings relevancy to learning. Literature, the arts, history, social issues, government, economics, architecture, medicine, science, and technology all complement one another in the curriculum.

As children reach the upper elementary and middle school years, they will be challenged to pursue a considerable amount of library and field research.

CMCS will adopt the following core curricular practices to assist students in attaining mastery of California State Standards:

- respect and protect the three hour work period for all grade levels
- design compelling topics and guiding questions
- incorporate fieldwork, local expertise, and service learning
- guide students to prepare and present high quality work
- teach reading and writing across the disciplines
- teach inquiry-based math, science and cultural studies
- implement differentiated instruction to assist all students to succeed
- encourage creativity in and through the arts
- implement effective assessment practices

Additionally, we believe that the following practices will reach beyond the confines of a structured curricular program to develop essential relational life skills:

- build school culture and foster character through focus on core values
- promote acceptance inside and outside of the classroom
- ensure equity and high expectations for all students
- foster respect and appreciation for the environment
- maintain a safe, respectful, and structured school community
- promote holistic health
- develop a professional community

The curriculum of CMCS is based on the theory that individuals learn best when they are actively engaged, can experience connectedness, and take responsibility for their own learning. Each individual's approach to learning will be colored by the concepts of the learning styles model based on the work of The Learning Success Institute. Strategies used at CMCS that support and encourage learning styles include:

- *Freedom with Responsibility:* One component leading to the successful implementation of the cosmic curriculum is freedom along with accepting responsibility. Students will act without unnecessary help or interruption, work and concentrate, and act within limits that are determined by the environment and the group.
- *Inquiry-based instruction:* Some learners learn best when posed a series of questions they must work through, alone or collaboratively to find an answer. This approach supports the goal to have students develop both critical thinking and problem solving skills.
- *Project-based learning:* Projects are designed to afford students the opportunity to take responsibility for their learning as they apply leaning to complex problems by developing products that utilize all disciplines and various media. It provides them an opportunity for self-directed in-depth learning and gives them the experience of being an educator through their presentation while demonstrating their understanding of the core concepts. This approach supports the goal for developing competent, self-motivated learners responsible for their learning.

- *Authentic experience:* As students mature in the learning process, authentic experiences provide them with taking the classroom to the “real world”. This allows the students to make those connections to the life they live and experience beyond the classroom thus supporting the goal for developing life-long learners.
- *Integrated arts:* Visual and performing arts are woven throughout the curriculum as a way to illuminate and bring to life knowledge in the core subjects. Students are provided a similar opportunity to incorporate the arts into their projects. This supports the goal to provide a curriculum that stimulates students so they take personal responsibility for their learning.
- *Integrated cultural studies:* Cultural studies are a key component to develop an understanding of the global community. Its integration into the core curriculum will allow the students to view learning from a cultural perspective. This supports the goal to turn out culturally responsible global citizens.

## Instruction

**A Child-Centered Environment:** Whether the student is at home, in the community, or at a learning center, the focus of activity in the Montessori setting is on the child’s learning, not on the teachers’ teaching. Students work individually or in small, self-selected groups.

**A Responsive Prepared Environment:** The environment is designed to meet the needs, interests, abilities, and development of the child.

**A Focus on Individual Progress and Development:** Children progress at their own pace, moving on to the next step in each area of learning as they are ready. While the child lives within a larger community of children, each student is viewed as a universe of one.

It is recommended that students use multiple methods of instruction to provide a well-ropunded learning environment. Options include, but are not limited to:

**Independent Reading–** Instruction is available through print sources such as novels, workbooks, articles, textbooks, original sources, ebooks, online sources, etc. Resources may be located at the community library, the school’s resource center, home libraries, vendor instructors, etc.

**Internet –**Students may use a variety of online resources for instruction. Use of this method continually expands as internet-based learning options continue to grow.

**Field Experience -** Students are required to utilize the community for learning in some manner each semester. The school coordinates several opportunities for students to participate in field trips, internships, community service, competitive teams, clubs, job-shadowing, etc. In addition, opportunities for real-world learning are promoted throughout the year for families to participate on their own.

**Vendor Instruction –** Vendor Instruction is provided by private contractors and is intended to supplement and enrich course content. Services are available for one on one as well as small group instruction.

**Learning Center Instruction** – Small group instruction as well as other academic support is provided at learning centers. Classes, workshops, and tutoring supplement the required coursework.

CMCS will serve students and families who have chosen a personalized learning and Montessori-inspired program for one or more of the following reasons:

- Instructional methods, schedule, and/or environment which correspond to their learning style and developmental level
- Desire to engage in educational opportunities not provided at local school
- Health reasons prohibiting attendance at site-based programs
- Flexible study schedule
- Academic challenge
- Family relationships, personal beliefs, and values
- Remedial strategies that cannot be provided in a classroom
- Desire to travel during the school year

It is expected that there exists a sincere desire of the parent to facilitate their child's education in accordance with the school's guidelines and a positive relationship between the parent(s) and the student. In addition, the parent(s) must possess the ability to supervise their child and participate in instruction, and the student must possess the motivation, commitment, organizational skills, and academic skills to work with limited supervision by a certificated teacher.

Community Montessori Charter School identifies an educated person in the 21<sup>st</sup> century as one who is:

- well-rounded and balanced
- able to use his intellect as well as his body to its fullest
- an empathetic and collaborative member of a community
- motivated to set and achieve goals for himself
- demonstrates proactive empathy towards others
- seeks respectful and productive interactions with all he meets
- views himself as a global citizen who is empowered and responsible for making positive changes in the world and his immediate environment
- seeks understanding and peace for himself and appreciates and protects the right of others to do likewise
- develops personal habits leading to a healthy lifestyle which includes balancing leisure, work, family, and community

Community Montessori Charter School believes that learning occurs when:

- The learning environment is beautiful, calm, ordered, prepared, and supportive.
- Children are seen as individuals with a personal task.
- There is freedom of choice through a diverse curriculum.
- Students interact with peers of different ages.

- Learning modalities are respected and are an integral part of the interconnectedness of the curriculum.
- Intellectual, social, emotional, and physical components are integrated in the learning experience.
- Parents, students, and Educational Facilitators collaborate as an educational team.
- There is strong family involvement in the educational process.
- Students are given personal attention both academically and personally.
- Instruction is brief and students are involved in the learning process.
- Learning is connected to the student's personal experience.
- Learning gives the student a purpose in their community.
- Students are encouraged to challenge themselves through goal setting.
- Technology is integrated into the curriculum.
- Relationships in the local community are fostered. This can take the form of programs enabling students to visit nearby businesses and organizations or programs where people from these organizations come into the school to run activities.

**Goals and Objectives:**

**Goal:** Every learner engages in self-directed learning through the use of developmentally appropriate materials and the freedom to follow their interests and passion. Common Core standards are incorporated into learning plans in a manner which does not detract from this goal.

**Objective:** Materials and methodology utilized in carrying out learning plans are carefully determined to meet the needs of the learner.

**Objective:** Educational Facilitators are trained in the use of a wide variety of materials, curriculum, and the Montessori methodology

**Objective:** Educational Facilitators engage in self-directed professional development through the practice of objective self-assessment, assessment of student growth and motivation, colleague collaboration, and research.

**Goal:** Every learner leaves CMCS well-prepared for their next step, whether it be graduation or transfer.

**Objective:** Educational Facilitators know students on a personal level and use learning styles insight and techniques to drive student learning and assist in goal setting as needed.

**Objective:** Educational Facilitators are knowledgeable in options available to learners which help them achieve their goals.

**Goal:** One or more family members of every learner are actively aware of and involved in the day to day learning which occurs for each learner.

**Objective:** Learning plans are created in a manner which supports participation of the parent and empowers the parent as a guide/mentor.

**Objective:** Opportunities for parent involvement outside of direct instruction are provided.

**Goal:** Learners find purpose in education

**Objective:** Learners engage in meaningful learning through real-world interactions, project-based assignments, and integrated studies.

**Objective:** Educational Facilitators encourage students to see purpose in learning beyond themselves.

### **Plan For Students Who Are Academically Low Achieving**

Students who are not achieving at grade level will be identified through standardized assessment scores as well as monthly evaluation of work. State adopted materials will be incorporated into the curriculum for those scoring basic and below to ensure the standards are being integrated into instruction. –One on one instruction will be provided in math and language arts for students, and coaching will be provided for parents in need.

### **Plan For Students Who Are Academically High Achieving**

CMCS will identify and respond to the needs of students who are academically high achieving by personalizing curriculum to increase rigor and provide appropriate level of challenge.

### **Plan For English Learners**

Students whose first language is not English will take the California English Language Development Test (CELDT) and be identified according to the results of that test. English Language learner (EL) services are provided at least once a week at the closest learning center and /or online courses. Parents are expected to be enrolled in a program to learn English as well.

### **Plan For Special Education**

CMCS wishes to be under the district Local Education Agency (LEA) status for provision of special education services and will participate in a Special Education Local Plan Area (SELPA).

Performance standards and assessments for students with special needs will be adopted as appropriate to their Individual Education Plans (IEP).

The Charter School pledges to work in cooperation with all local education agencies and work with special education local plan areas (SELPA) to ensure that a free appropriate public education (FAPE) is provided to all students with exceptional needs.

During its operations, the School intends to provide special education and related services pursuant to Education Code Section 47641(b). A memorandum of understanding (MOU) between the School and District shall define the amount of services, funding, or a combination of both that the School shall receive each year.

The school may pursue independent local education agency (LEA) and/or special education local plan area (SELPA) status pursuant to Education Code Section 47641(a) and the district/county shall not hinder or otherwise impede the efforts.

The charter school will identify and respond to the needs of students with disabilities by complying with the provisions of Education Code §47641. An IEP meeting will be held within thirty days of enrollment to determine whether independent study is an appropriate placement for the student. Students who enter the program without an IEP but show signs of a learning disability will be referred to the Academic Counselor for an SST after appropriate interventions have occurred. The Special Education Coordinator shall coordinate all necessary testing, should it be deemed necessary at the Student Success Team (SST) meeting. Special Education services shall be provided by School staff. In the event staff is not available due to location or ability, a qualified independent contractor will provide the services in accordance with the IEP.

## **B. Measurable Pupil Outcomes**

Students of CMCS will have access to a broad course of study and will demonstrate critical and creative thinking skills, knowledge, and attitudes specified as goals on their learning plans. History/Social Science, mathematics, English/Language Arts, science, and physical education/health are core subjects. In addition, students will meet minimum requirements for Career Technical Education, Technology, Visual Performing Arts, and/or World Language.

### **1. MASTERY: Appropriate age or ability-level mastery of:**

- **History / Social Studies:** Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.
- **Mathematics:** Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, and geometry.
- **English/Language Arts:** Students will demonstrate strong reading, writing, listening, speaking, and communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures.
- **Science:** Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and geology.
- **Physical Education and Health:** Students will demonstrate knowledge of pertinent issues of health and the development of physical fitness. They will make informed decisions, modify behaviors, and change social conditions in ways that are health enhancing and increase health literacy.

- Career Technical Education (grades 7-8): Students will be introduced to the eleven anchor standards associated with career ready practices.
  - Technology (grades 7-8): Students will demonstrate ability to analyze, learn, and explore with various forms of technology for effective learning and productive living in an increasingly global and digital world.
  - Visual and Performing Arts (grades 7-8): Students will engage in the study of artistic perception, creative expression, historical and cultural context, and aesthetic valuing in the areas of dance, music, theater, and/or visual arts.
  - World Language (grades 7-8): Students will engage in the study of content, communication, cultures, structures, and settings of one or more target languages and meet a minimum of stage one on the Language Learning Continuum.
2. **AUTONOMY**: Students will develop skills which will enable them to pursue their own path of learning throughout their lives, including:
- Study skills and habits, e.g. note-taking, research skills, studying strategies
  - Ability to plan, initiate, and complete a project
  - Ability to reflect on and evaluate one's own and others' learning
  - Ability to connect with local and global communities
  - Seek and utilize a variety of resources
  - View learning as a result of his/her own self-initiated interaction with the world
  - Ability to build a team and collaborate and work effectively with others in cooperative groups (e.g. plan and implement a project in service to the school and/or the greater community)
  - Recognizing their role in an interdependent community
  - Attributes of healthy social-emotional intelligence (self-restraint, persistence, self-awareness, empathy, reframing, etc.)
  - Articulate, thoughtful, and effective communication
3. **PURPOSE**: Students will discover the meaning behind learning by demonstrating:
- Strong citizenship and leadership skills by planning and implementing a project in service to the school and/or the greater community
  - Ability to engage in responsible, compassionate peer relationships, by participating in conflict resolution training.
  - Ability to collaborate and work effectively with others in cooperative groups
  - Ability to apply learning to bigger picture and be part of something bigger than themselves
  - Ability to explore and be curious about their own experiences and actions

In addition to attaining specific content area and grade/skill-level standards, students will also demonstrate their overall progress toward promotion readiness through a series of “benchmark” performances at various points throughout their experience at the School.



### **C. Methods for Measuring Outcomes**

Students are *continuously* assessed and observed to ensure that they are progressing intellectually, socially, and emotionally. By assessing each child as an individual, Educational Facilitators are able to provide new challenges and more support as needed. Students do not have to 'wait for the rest of the class to catch up' to receive a new lesson or feel penalized if they need extra time to master a skill or concept. EFs will be trained to conduct, record, and interpret student observations. Assessment occurs in many ways:

- Daily observations and record-keeping
- Control of error built into materials
- Regular conferences with elementary and middle school students to review work
- Instruction in self-assessment of work
- Portfolios and rubrics with older students
- Quizzes and tests for older students
- Project work culminating in presentations
- Monthly parent teacher conferences
- Standardized testing in 2<sup>nd</sup> – 8<sup>th</sup> grades

For non-special needs and non-limited English proficient (LEP) students, "mastery" will be defined as a C or better in all year-end academic portfolios and exhibits. Portfolios and exhibits will be assessed according to school wide rubrics, with input from EFs across all content areas and outside community members. "Mastery" for special needs and LEP students will be defined appropriately according to their Individualized Education Plans and English proficiency levels.

The School will strive to meet district and state standards and benchmarks. CA State standards will be used as the cornerstone for the development of personalized learning plans for students which incorporate student dispositions, modalities, environment, interests, and talents.

The instructional strategies that will be employed by the staff of the School will vary depending on the needs of the individual child. Each child will have a learning plan that is designed around a curriculum that is challenging both in core content knowledge and performance expectations. Varied assessments will determine each student's progress toward individual goals.

Students are expected to complete all assignments within the time frame established by the EF, the student, the learning plan, and related Master Agreement.

A portfolio will be required that reflects a minimum of 6 items of student work per subject in all grades.

Parents are fully involved in the learning plan development for students who participate in the non-site based portion of the independent study program. Progress reports are provided to parents on a monthly basis.

The Community Montessori Charter School staff will develop and focus programs to enable students to:

- a) Demonstrate strong literacy skills to enable them to read and comprehend at or above grade level.
- b) Effectively demonstrate communications skills, to include writing, listening, speaking, and presentation skills, in multiple forms of expression, with communication skills appropriate to the setting and audience. To do this, students will work to comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures. Students in need of instruction in English as a Second Language (ESL) will have individualized instruction, materials and tutoring assistance to develop effective communications skills.
- c) Understand and demonstrate the ability to use mathematics and applied sciences.
- d) Demonstrate the ability to access, evaluate, synthesize, and present information using a variety of technologies.
- e) Demonstrate critical thinking and problem solving techniques.
- f) Demonstrate the ability to make responsible decisions, practice an ethical lifestyle, and become a productive member of society.

The CMCS staff will continue to examine and refine its list of student expectations and develop clear expectations consistent with the School's mission and California requirements.

#### **D. Governance Structure of the School**

Community Montessori Charter School will be operated as a California State Charter School in accordance with applicable California Education Code and the Charter School Act. It shall be governed by Element Education, Inc., a non-profit public benefit corporation pursuant to California law. The corporation's governing board shall be fixed at no less than three (3) and no more than seven (7) members. All members shall be designated by a nominating committee and, where feasible, reflect the make-up of the corporation community. Each term of office shall be for two (2) years and shall expire at the end of the annual meeting in the year of expiration. Board members may serve for consecutive terms if nominated by the Nominating Committee

In the event of a vacancy, and annually as member terms conclude, the Executive Director shall convene the Nominating Committee to recruit and interview candidates. The Nominating Committee that designates individuals to serve on the Governing Board shall consist of five (5) individuals. The Nominating Committee shall consist of three parents representing more than one school operated by the corporation. The total parent population of the corporation will be provided opportunity to elect parent representatives for the nominating committee. The remaining two individuals shall consist of one (1) individual selected by the Executive Director and one (1) individual selected by the existing Governing Board. The Committee shall present a slate of candidates at the annual meeting of the Governing Board for a vote by the Governing Board. Candidates designated to fill vacancies shall be presented at the next regular meeting following Nominating Committee meeting selection. The Nominating Committee shall convene three months prior to the annual meeting and in the event of a vacancy to select a committee leader who will facilitate the nominating procedure.

The major roles and responsibilities of the operating corporation's Governing Board will include, but not be limited to, establishing and approving all major educational and operational policies, approving all major contracts, contracting with a business services company, if desired, approving the school's annual budget, overseeing the school's fiscal affairs, and selecting and

evaluating the Executive Director. Additionally, it shall seek advisory input from the Advisory Council regarding matters affecting the operation and performance of the Charter School.

The Governing Board shall comply with the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of the California Government Code commencing with Section 54950), the Political Reform Act and other conflict of interest laws applicable to charter schools. Additionally, no more than 49% of the voting members serving on the Governing Board may be interested persons. An "interested person" is: (1) any person currently being compensated by Community Montessori Charter School for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise excluding any reasonable compensation paid to a trustee as a trustee; or (2) any family member including parent, grandparent, spouse, child, sibling or any corresponding in-law, step, adoptive relative, or anyone residing on a permanent basis in the home of an individual being compensated by the school.

The Advisory Council will be designed to represent the primary stakeholders in the charter, meaning the parents, students and staff. The Advisory Council is responsible for making non-binding collaborative recommendations to the School Director with regards to:

- a. Budget priorities
- b. Educational program/ instructional strategies
- c. Charter renewal recommendations
- d. Academic and instructional policies
- e. School Calendar
- f. Other matters as determined by School Director

The Advisory Council shall consist of seven (7) to nine (9) members; all of which are voting. Membership shall consist of up to four parents, with at least one from each region. Other members shall be two (2) students and two (2) Educational Facilitators, representing two different regions. The School Director shall serve as the chairperson of the committee and will provide reports directly to the Governing Board of the operating corporation. The Advisory Council will meet a minimum of two times per school-year.

The Governing Board of the operating corporation shall employ the Executive Director of the Charter School to have specifically delegated authority in the daily operations of the school. Final authority for all matters dealing with the administration or operation of CMCS shall reside with the operating corporation's Governing Board.

The Executive Director will focus on planning, developing innovative programs, and examining issues of educational leadership and of progress toward meeting the school's stated standards and goals.

The School Director oversees the daily operations of the school and provides periodic reports to the Advisory Council and makes presentations on school status and achievement to the operating corporation's Board on a monthly basis.

Administrative services are provided by certificated and classified personnel located at the school office at 1441 Montiel Road, Suite 143, Escondido, CA 92026. Services for business management and/or technology are handled by the corporation.

Community Montessori Charter School will receive its funding directly from the State through the direct funding model. Community Montessori Charter School will have its own mailing address, accounts in the county treasury, and bank accounts and is responsible for managing the school's funds.

Management of Community Montessori Charter School shall be performed entirely at the risk of the charter school and the operating corporation. Both Dehesa Charter School and the operating corporation shall defend, indemnify, and hold harmless the district and its officers, agents, servants, representative and employees from and against all losses, including loss of use, liability damage, claims, demands, action and proceedings and all costs and expenses connected therewith, including reasonable attorneys' fees, of whatsoever cause or nature on account of any damage or loss or destruction of any property, including employees of the district, or injury to or death of any person, including employees of the district or deprivation of any civil or educational right caused in whole or in part by any negligent act or omission of Dehesa Charter School or any of its agents, servants, representative, employees or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable regardless of whether or not it is caused in part by a party indemnified under the charter.

Community Montessori Charter School and its operating corporation will ensure they mutually maintain, during the term of the charter, such public liability and property damage insurance as shall protect the charter school and the sponsoring district, and their officers, agents, servants, representatives and employees, from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage as well as all claims and liens of all persons for deprivation of civil right, including rights of persons with disabilities, arising from the operations under this charter, in minimum amounts set forth as follows: (1) \$1,000,000 per occurrence; and (2) \$2,000,000, excess insurance.

#### **E. Employee Qualifications**

Educational Facilitators are the driving force behind student success at CMCS. The EF's ability to observe the individual closely enables him/her to support the child's inner developmental timeline while preparing an environment that is suitable, yet challenging.

CMCS will retain or employ certificated staff that hold California Teaching Credentials, permits, or other applicable documents issued by the California Commission on Teacher Credentialing. EFs will oversee the academic coursework and student progress as specified in the school's operational policies.

CMCS recognizes the need for balance between experience with the Montessori method and traditional school classroom to meet the demands of the state adopted standards. CMCS intends to meet the requirements of the state while using Montessori instructional methods. Montessori credentials are desired, yet not essential. However, some Montessori training is required to be considered for employment with the School.

CMCS may also employ or retain non-certified instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Notwithstanding the above, CMCS agrees to comply with requirements in the No Child Left Behind Act for instructional support staff as applicable to charter schools. Instructional support staff will not assign grades or approve student work assignments without the approval of

an EF. All non-instructional staff will possess experience and expertise appropriate for their position within the school as outlined in the school's staffing plan and the school's personnel policies.

All employees of the charter school shall be tested for tuberculosis (TB) and Live-scanned.

Hiring of the Executive Director shall be the responsibility of the corporation's Governing Board. All other employees, including the School Director, shall be hired and/or dismissed by the Executive Director and reported to the Governing Board.

#### **F. Health and Safety Procedures**

In order to provide safety for all students and staff, the School will adopt and implement full health and safety procedures and risk management policies at the school site in consultation with its insurance carriers and risk management experts..

#### **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and finish a criminal record summary as required by Ed. Code 44237 and 45125.1. The results are monitored by the Human Resources Department and filed in the employee's personnel file.

#### **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

#### **TB Testing**

All staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

#### **Immunizations**

All students will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

#### **Emergency Preparedness**

The School shall adhere to a School Safety Plan drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This Plan shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility used prior as a School site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the School Safety Plan for the School. The School Safety Plan shall be maintained on file for review. School staff shall be trained annually on the safety procedures outlined in the plan.

### **Blood-borne Pathogens**

The School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus.

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Drug Free/Alcohol Free/Smoke Free Environment**

The School shall function as a drug, alcohol, and tobacco free workplace.

### **Facility Safety**

The School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Records of facilities compliance shall be maintained on file at the site.

Address of current facilities:

4612 Dehesa Road, El Cajon, 92019  
1441 Montiel Road, Suites 143 and 154 Escondido, 92026  
6797 Embarcadero Lane, Carlsbad, 92011  
12370 Adobe Ridge Road, Poway, 92064  
3751 Mary Lane, Escondido, 92025  
9580 Carlton Hills Blvd, Santee, 92071

### **Comprehensive Sexual Harassment Policies and Procedures**

The School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the School sexual harassment policy.

### **Insurance Requirements**

No coverage shall be provided to the School by the District under any of the District's self-insured programs or commercial insurance policies. The School shall secure and maintain, as a minimum, insurance as set forth below to protect the School from claims which may arise from its operations.

It shall be the School's responsibility, not the District's, to monitor its vendors, contractors, partners or sponsors for compliance with the insurance requirements.

### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, the charter school does hereby agree, at its own expense, to indemnify, defend and hold harmless the District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. The charter school further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by the charter school, and their officers, directors, employees or volunteers. Moreover, the School agrees to indemnify and hold harmless the District for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

### **Asbestos Management**

The School shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Prior to commencing instruction, CMCS will adopt and implement a comprehensive set of health, safety, and risk management policies. These policies will be developed in consultation with the school's insurance carriers and at a minimum will address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent.
- A policy that the school will be housed in facilities that have received state Fire Marshall approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial safety hazard.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.
- A requirement that each employee of the school submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

These policies will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts and governing board policies.

### **G. Means to Achieve Racial / Ethnic Balance Reflective of the District**

CMCS will implement a student recruiting strategy that includes but is not necessarily limited to, the following elements or strategies to attempt to achieve a racial and ethnic balance among students that is reflective of the district:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the district.

### **H. Admission Requirements**

CMCS will comply with all laws establishing minimum age for public school attendance in charter schools as defined in Education Code. No student will be denied admission to the school based on ethnicity, creed, gender, national origin, or disability. Admission to the School will require a commitment from students, parents/guardians and/or other concerned adults who may be directly responsible for the child's development.( i.e., counselors, social workers). The School will actively seek students who would benefit from a Montessori and personalized model of instruction and counsel those seeking admission who may, in the opinion of the interviewer, benefit from seeking other learning opportunities. Admission to the School will be limited to students living in San Diego, Riverside, and Orange Counties.

CMCS follows the admissions requirements for charter schools set forth in A.R.S. §15-184 and 20 U.S.C. §722li (1)(H). Enrollment is based on a fair and equitable system which provides for an Open Registration Period, a lottery, if necessary, and a wait list. Children of any employee of the corporation and siblings of students enrolled in the corporation's charter schools shall be exempt from the lottery. Enrollment in learning center classes is considered in the order received and space available for each grade level.

No student, including those with identified exceptional needs, that was enrolled in a California public school immediately prior to enrolling in CMCS may be admitted to the School until the student has formally withdrawn from his/her prior district and provided the School with written verification of such withdrawal. In turn, CMCS will provide written notification to the prior school that the student has enrolled in CMCS.

#### **Students with Exceptional Needs:**

No individual with exceptional needs as defined in Section 56026 may participate in independent study, unless his or her IEP specifically provides for that participation.

A child with disabilities attending CMCS shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends independent study programs in other LEA's in California. Functioning as an LEA with full responsibility for providing special education services to its students, CMCS shall ensure that all children with disabilities enrolled in the School receive special education and instruction in a manner that is consistent with their IEP and in compliance with IDEA and implementing regulations.



## **I. Annual Financial Audit Processes**

DCS will select a reputable independent auditor to perform an annual audit of the school's financial affairs. The District may exercise their right to select the auditor, as long as the auditor has independent study charter school experience. The audit will verify the accuracy of the school's financial statements, attendance and enrollment, accounting practices, and review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles (GAAP) applicable to the school. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the Chief Business Officer of the corporation, approved by the governing board, and provided to the sponsoring district. In the event there are exceptions and/or deficiencies, the board will report to the charter-granting agency how the exceptions and deficiencies have been or will be resolved. .

Dehesa Charter School will compile and provide to the district an annual performance report. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes specified in Element B from assessment instruments and techniques listed in Element C.
- A summary of major decisions and policies established by the school's governing board during the year.
- An overview of the school's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.

## **J. Suspension and Expulsion**

CMCS accepts students who have been suspended or expelled from other schools. Upon enrollment, a Student Success Team (SST) will convene to discuss the appropriate instructional options for the student.

A written agreement shall be reviewed and signed by the EF, parent, and student each semester. At a minimum, the agreement will include: the manner, time, frequency, and place for submitting a student's assignments and reporting progress, the objectives and methods of study, resources to be utilized, the maximum length of time allowed between the assignment and the completion of assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.

In the event it has been determined that it is not in the best interest of the student to remain in the school, a written record of the finding shall be maintained for a period of three years from the date of the evaluation and shall be placed in the student's cumulative file.

## **K. Employee Benefits**

Certificated staff at Community Montessori Charter School will participate in the State Teachers Retirement System (STRS) and will have access to other school-sponsored retirement plans according to policies developed by the governing board and adopted as the corporation's

employee policies. Participation in the Public Employment Retirement System (PERS) may be available to classified staff as determined by the corporation's Governing Board.

#### **L. Attendance Alternatives**

Students who opt not to attend CMCS may attend their district school in accordance with existing enrollment and transfer policies of their district or county of residence.

#### **M. Return Rights of Employees**

Persons employed by CMCS are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from employment to work at CMCS and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment.

CMCS maintains full responsibility and liability for hiring and retention practices for all employees of CMCS. The District does not employ or retain any responsibility for employment of individuals at the School. CMCS shall be deemed the exclusive public school employer of the employees of the School for the purpose of the Educational Employment Relations Act, and the right of the School employees shall be as specified in this Charter.

#### **N. Dispute Resolution Procedures**

The intent of this dispute resolution process is to (1) resolve disputes with the school pursuant to the school's policies, (2) minimize the oversight burden on the district (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

#### **Public Comments**

The staff and governing board members of the /school and the District agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

#### **Disputes Arising from within the School**

Disputes arising from within the School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by CMCS.

The District shall not intervene in any such internal disputes without the consent of the Governing Board of the School and shall refer any complaints or reports regarding such disputes to the Governing Board and/or Executive Director of the School for resolution pursuant to the School's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the governing board of the School has requested the District to intervene in the dispute.

### **Disputes Between the School and the Charter-Granting Agency**

In the event that the School or granting agency has disputes regarding the terms of this charter or any other issue regarding the School and the grantor's relationship, both parties agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

In the event of a dispute between the School and the District, the staff and the governing board members of the School and District agree to first frame the issue in written format and refer the issue to the superintendent of the District and Executive Director of the School. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Executive Director and the Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the Superintendent of the District and Executive Director of the School and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director shall meet jointly to identify a neutral, third party arbitrator. The format of the arbitration session shall be developed jointly by the Superintendent and Executive Director, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non-binding, unless the governing boards of the School and District jointly agree to bind themselves.

Any amendments to this charter shall be made by the mutual agreement of the governing boards of the School and District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605 and require the approval of the District.

### **Oversight, Reporting, Revocation, and Renewal**

The District may inspect or observe any part of the School at any time.

The governing board of the District may revoke this charter by a majority vote based upon presentation of a written finding the School did any of the following:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in this Charter.
2. Failed to meet or pursue the pupil outcomes identified in the charter
3. Failed to meet GAAP or engaged in fiscal mismanagement
4. Violated any provision of the law.

Prior to revocation, the District Chartering Board shall notify CMCS of any violation and give the School a reasonable period of time as determined by the District board, but in no event to exceed six months within which to correct the violation, unless the Board determines in writing, that the violation constitute a severe and imminent threat to the health or safety of students. In the event a violation is not corrected as reasonably requested by the board within the reasonable period of time specified, the District Board may take action to revoke the Charter.

The District agrees to receive and review the annual fiscal and programmatic audit and annual performance report. Within two months of the receipt of this annual review, the District must

notify the governing board of the School as to whether it considers the School to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the District's conclusions. The term of this Charter upon renewal shall be for five (5) years.

#### **O. Employee Representation**

CMCS shall be deemed the exclusive public school employer of the employees of the School for purposes of the Education Employment Relations Act.

#### **P. Procedures for Closure**

Closure of the School will be documented by official action of the Governing Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Governing Board will promptly notify parents and students of the School, the District, the San Diego County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The School will ask the District to store original records of School students. All records of the School shall be transferred to the District upon School closure. If the District will not or cannot store the records, the School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the School will prepare final financial records. The School will also have an independent audit completed within six months after closure. The School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the School.

The School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the School, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the School, remain the sole property of the School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the School shall remain solely responsible for all liabilities arising from the operation of the School.

As the School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** STEPS Program  
Interagency Agreement

Meeting Date: July 23, 2015

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

**Background/Report:**

The STEPS Program is a specialized mental health services program for students ages 12-17 demonstrating extreme sexualized behavior. Students are assigned to the STEPS Program by various agencies such as Juvenile Court, Probations, LEA's and Child Welfare Services. This program is currently provided in the San Diego Unified School District and would be too cost prohibitive for other districts to replicate, and also smaller districts often and just one or two, if any, students requiring STEPS. This interagency agreement allows students in other district, such as Dehesa, to access the STEPS Program, only on an as needed basis.

**Financial Impact:**

Most often costs are covered by Medi-Cal, but on occasion students who are referred do not qualify for Medi-Cal. This agreement would allow Dehesa, if needed to have a student participate at a cost of \$12,000.00 per student per year. There is also a semester rate of \$6,000.00 if the student is enrolled five days or more in a given semester. Special Education funding would be used for non Medi-Cal funded students.

**Student Impact:**

The STEPS Program has an 88.89% success rate for students who complete the 18-24 month program. Early intervention and treatment is essential for students who are in need of this program.

**Recommendation:**

Administration recommends that the Board take action to approve the STEPS Program Interagency Agreement.

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

**AGREEMENT NO. XXXXXXXX**

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

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

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

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

**RECITALS**

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

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

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

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

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

**I  
TERM**

## AGREEMENT NO. XXXXXXXX

The term of this Agreement shall commence on July 1, 2015 and shall end on June 30, 2017.

### II RESPONSIBILITIES OF DISTRICT

DISTRICT will:

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



## AGREEMENT NO. XXXXXXXX

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

### III RESPONSIBILITIES OF LEA

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

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

**AGREEMENT NO. XXXXXXXX**

**IV  
RESPONSIBILITIES OF MHS**

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

**V.  
COMPENSATION**

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

2015-16 School Year

San Diego Unified Fall academic semester	\$ 5,000
San Diego Unified Spring academic semester	\$ 5,000
San Diego Unified Summer School	\$ 2,000

2016-17 School Year

San Diego Unified Fall academic semester	\$ 6,000
San Diego Unified Spring academic semester	\$ 6,000
San Diego Unified Summer School	\$ 3,000

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

**VI.**

## **AGREEMENT NO. XXXXXXXX**

### **CONFIDENTIALITY OF STUDENT DATA (FERPA)**

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

### **VII. AMENDMENT**

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

### **VI TERMINATION**

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

### **IX. INDEPENDENT CONSULTANT**

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

### **X. ASSIGNMENT**

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

### **XI. INDEMNIFICATION**

1. District agrees to defend, indemnify and hold harmless the LEAs and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the District or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury,

## AGREEMENT NO. XXXXXXXX

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

## XII. NOTICES

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

### **MENTAL HEALTH SYSTEMS:**

Kimberly Bond,  
President/CEO  
9445 Farmington St  
San Diego, CA 92123  
(858) 380-4676  
(619) 279-1962  
kbond@mhsinc.org

### **SAN DIEGO UNIFIED SCHOOL DISTRICT:**

Vanessa Peters, Program Manager  
Children & Youth in Transition  
San Diego Unified School District  
4100 Normal St., Annex 14  
San Diego CA 92103Ph.  
(619) 725-7652  
vpeters@sandi.net

**AGREEMENT NO. XXXXXXXX**

**XIII.  
CONTRACT DOCUMENTS**

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

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

**XIV.  
INSURANCE**

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

Minimum Limits of Insurance:

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

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

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

- 3. Auto Liability (per accident required):
  - Combined single limits, per accident for Owned, Non-Owned, Hired vehicles ("any" auto).....\$1,000,000
  - If students will be transported, enhanced limits of .....\$5,000,000

**AGREEMENT NO. XXXXXXXX**

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

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

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

**XV.  
TUBERCULOSIS TESTING**

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

**XVI.  
FINGERPRINT CLEARANCE**

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

**XVII.  
ENTIRE AGREEMENT**

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

**XVIII.  
SEVERABILITY**

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

**XIX.  
EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns; (b) is for the sole benefit of

**AGREEMENT NO. XXXXXXXXX**

the District, LEAs and MHS, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement; (c) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) shall be constructed and enforced in accordance with the laws of the State of California, and; (e) has been executed at San Diego, California, as of the last date set forth below.

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

**MENTAL HEALTH SYSTEMS  
DISTRICT**

**SAN DIEGO UNIFIED SCHOOL**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
CPPB  
(typed or printed name)

Name: Arthur S. Hanby Jr., CPPO, C.P.M.  
(typed or printed name)

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

Title: Strategic Sourcing and Contracts

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

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

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

**AGREEMENT NO. XXXXXXXX**

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

**ELEMENTARY SCHOOL DISTRICTS:**

**ALPINE UNION**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CAJON VALLEY UNION**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CHULA VISTA**

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

**BONSALL UNION**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CARDIFF**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DEHESA**

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



**AGREEMENT NO. XXXXXXXX**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ELEMENTARY SCHOOL DISTRICTS (continued):**

**DEL MAR UNION**

**ENCINITAS UNION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ESCONDIDO UNION**

**FALLBROOK UNION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**JAMUL-DULZURA UNION**

**JULIAN UNION**

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

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

**AGREEMENT NO. XXXXXXXXX**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ELEMENTARY SCHOOL DISTRICTS (continued):**

**LA MESA-SPRING VALLEY**

**LAKESIDE UNION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LEMON GROVE**

**NATIONAL**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RANCHO SANTA FE**

**SAN PASQUAL UNION**

**AGREEMENT NO. XXXXXXXX**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ELEMENTARY SCHOOL DISTRICTS (continued):**

**SAN YSIDRO**

**SANTEE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SOLANA BEACH**

**SOUTH BAY UNION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGREEMENT NO. XXXXXXXX**

**SPENCER VALLEY**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VALLECITOS**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**HIGH SCHOOL DISTRICTS:**

**ESCONDIDO UNION HIGH**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FALLBROOK UNION HIGH**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GROSSMONT UNION HIGH**

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

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

\_\_\_\_\_  
Title

**JULIAN UNION HIGH**

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

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

\_\_\_\_\_  
Title

**AGREEMENT NO. XXXXXXXXX**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAN DIEGUITO UNION HIGH**

**SWEETWATER UNION HIGH**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**UNIFIED SCHOOL DISTRICTS:**

**BORREGO SPRINGS UNIFIED**

**CARLSBAD UNIFIED**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CORONADO UNIFIED**

**MOUNTAIN EMPIRE UNIFIED**

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

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

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

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

**AGREEMENT NO. XXXXXXXX**

Title

Title

Date

Date

**OCEANSIDE UNIFIED**

**POWAY UNIFIED**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

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

**UNIFIED SCHOOL DISTRICTS (continued):**

**RAMONA UNIFIED**

**VALLEY CENTER-PAUMA UNIFIED**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

**SAN MARCOS UNIFIED**

**WARNER UNIFIED**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

**AGREEMENT NO. XXXXXXXX**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**VISTA UNIFIED**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STEPS Educational Program 2015-16**

• **Expenses**

• Site Staffing

- General Education Teacher \$ 119,641.07
- Special Education Teacher \$ 106,859.88
- Special Education Behavioral Technician \$ 45,665.15
- Special Education Behavioral Technician \$ 45,665.15

Total \$ 317,831.25

• Additional Services/Supports

- School Nurse (.2) \$ 25,705.15
- School Counselor (.3) \$ 40,069.44
- Speech & Language Services (.05) \$ 6,115.67
- School Psychologist (.2) \$ 29,825.74
- School enrollment clerk (.3) \$ 19,475.26
- Administration/V.P. (.1) \$ 12,772.66

Total \$133,963.92

• Operational Expenses

- Copier \$ 1,300.00
- Supplies \$ 2,000.00
- Internet \$ 6,000.00
- Transportation of lunch delivery \$ 1,420.00

Total \$ 10,720.00

**Total Expenses**

**\$ 462,515.17**

• **Revenue Sources**

- SDUSD Revenue Limit (20 x \$ 8,030.78 @ 95%) \$ 152,584.82
- Earned Categorical funds \$ 800.00
- SPED AB 602 funds (9 x \$ 583.50) \$ 5,251.50
- LEA contribution (20 x \$ 12,000) \$ 240,000.00
- Probation contribution \$ 26,603.25

Total \$425,239.57

**Total potential revenue**

**\$425,239.57**

• **Expense/Revenue difference**

**\$37,275.60**



**STEPS Educational Program 2016-17**

• **Expenses**

• Site Staffing

- General Education Teacher \$ 119,641.07
- Special Education Teacher \$ 106,859.88
- Special Education Behavioral Technician \$ 45,665.15
- Special Education Behavioral Technician \$ 45,665.15

Total \$ 317,831.25

• Additional Services/Supports

- School Nurse (.2) \$ 25,705.15
- School Counselor (.3) \$ 40,069.44
- Speech & Language Services (.05) \$ 6,115.67
- School Psychologist (.2) \$ 29,825.74
- School enrollment clerk (.3) \$ 19,475.26
- Administration/V.P. (.1) \$ 12,772.66

Total \$ 133,963.92

• Operational Expenses

- Copier \$ 1,300.00
- Supplies \$ 2,000.00
- Internet \$ 6,000.00
- Transportation of lunch delivery \$ 1,420.00

Total \$ 10,720.00

**Total Expenses**

**\$ 462,515.17**

• **Revenue Sources**

- SDUSD Revenue Limit (20 x \$ 8,030.78 @ 95%) \$ 152,584.82
- Earned Categorical funds \$ 800.00
- SPED AB 602 funds (9 x \$ 583.50) \$ 5,251.50
- LEA contribution (20 x \$ 15,000.00) \$ 300,000.00
- Probation contribution \$ 0

Total \$ 458,636.32

**Total potential revenue**

**\$ 458,636.32**

• **Expense/Revenue difference**

**\$ 3,878.85**



**San Diego Unified**  
SCHOOL DISTRICT

Vanessa Peters, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7326 Fax: (619) 725-8184  
vpeters@sandi.net

LEA contact  
LEA address

**Notification of Student Enrollment in San Diego Unified School Program at STEPS**

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

The purpose of this letter is to provide notice that a student from your district/LEA (name below) has been accepted into the in the STEPS Adolescent Day Treatment Program. The student will be registered in the educational program upon notification of acceptance from student's district/LEA.

**Student Information**

<b>Student</b>	<b>Date of Birth</b>
<b>Student Address</b>	<b>Parent/Guardian</b>
<b>Anticipated Start date:</b>	<b>Start date for transportation to/from STEPS.</b>
<b>Placing agency or person:</b>	

In accordance with the Agreement (*dated TBD*) between San Diego Unified, Mental Health Systems, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is accepted into the STEPS program and anticipated to be enrolled in the school program at STEPS.

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

**Transportation.** Participating LEAs agree to provide transportation, as appropriate, to their respective resident students who enroll at STEPS for 230 days per year for student participation in the STEPS Program. San Diego Unified agrees to provide extended school year (ESY) services during the traditional school year summer break to eligible students.

**Education Support Fee.** Participating LEAs agree to reimburse San Diego Unified an Education Support Fee of \$per academic semester and \$ for extended school year (ESY), totaling \$ per student, per year, for each student from the respective LEA who attends the STEPS School. San Diego Unified will bill participating LEAs at the end of each semester only for those student enrolled 5 or more days each semester, payable within 30 days.



**San Diego Unified**  
SCHOOL DISTRICT

Vanessa Peters, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725-7326 Fax: (619) 725-8184  
vpeters@sandi.net

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

**Acknowledgement of Student Enrollment in San Diego Unified School Program at STEPS**

**TO:** Vanessa Peters, Program Manager  
Children & Youth in Transition  
San Diego Unified School District  
4100 Normal St. Annex 14  
San Diego CA 92103

**FROM:** LEA

**Student**

**Date of Birth**

**Student Address**

**Parent/Guardian**

**Start date at STEPS**

**Start date for transportation  
to/from STEPS.**

**Statement of Acknowledgement**

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

**LEA**  
**(Name of LEA)**

San Diego Unified School District

**X**

**X**

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

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

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

**Print Name:** Vanessa Peters

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

**Title:** Program Manager

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

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



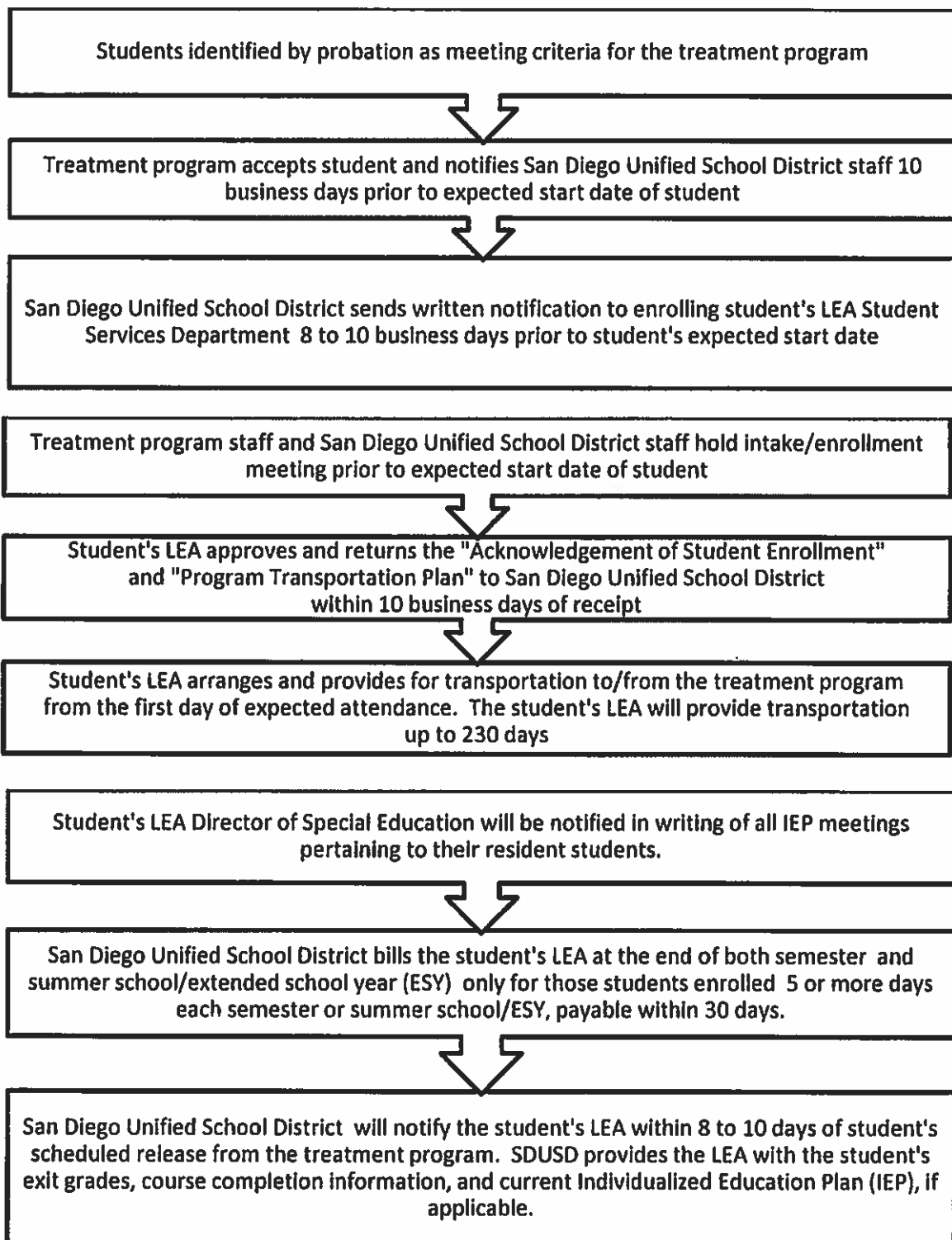
**San Diego Unified**  
SCHOOL DISTRICT

Vanessa Peters, Program Manager  
Children & Youth in Transition  
4100 Normal St., Annex 14, San Diego CA 92103  
Phone: (619) 725 7326 Fax: (619) 725-8184  
vpeters@sandi.net

**Please return completed document within 10 business days of receipt. Form can be returned via Fax  
(619) 725-7652 or U.S. mail.**



## Flowchart of Student Enrollment – Exit Process for Males Grades 6-12 in Treatment Program for Sexually Abusive Behaviors



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer

**Subject:** Proposed Calendar for  
2015-16

Meeting Date: July 23, 2015

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

**Background/Report:**

The calendar is negotiated annually with the Dehesa Teachers' Association and the California School Employees Association with Dehesa Chapter #663. There is agreement with both associations.

**Report:**

This calendar reflects 181 student instructional days and 183 staff work days for ten month employees. The start date for the 2015-16 school year is August 27, 2015, and the last student day is June 17, 2016. The calendar also reflects a reduction of minimum days from 22-20 and elimination of the Spring Parent/Teacher conferences.

**Financial Impact:**

There is no financial impact or change from the 2014-15 school year.

**Student Impact:**

Having the 2015-16 Calendar passed will be beneficial to our students and families. It is also best for students to have a complete year of 181 days. Having 20 minimum days for collaboration, analyzing test scores and parent conferences enhances our communication and partnering with parents for success.

**Recommendation:**

Management recommends that the Governing Board approve the calendar.

**Agenda Item #:VII.C.4**

**Tentative Agreement  
between Dehesa Teachers' Association (DTA) and the Dehesa School  
District**

---

July 1, 2015

**Agreement One: Article 15 Salary**

A one-time payment of \$1454.00 to all teachers (a total of 11 teachers) to be paid for the 2014-2015 school year.

**Agreement Two: Article 18 School Calendar/Work Year**

Adoption of the proposed calendar for the 2015-2016 school year (document attached).

This concludes the negotiations for the 2014-2015 school year.

Accepted by DTA President for  
The Association



Laura Franchini-  
DTA President

Date  
7-1-15

Accepted by the Superintendent  
for the District



Nancy Hader  
Superintendent

Date

MEMORANDA OF UNDERSTANDING

2014/2015

By and Between

DEHESA SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS

DEHESA CHAPTER # 663

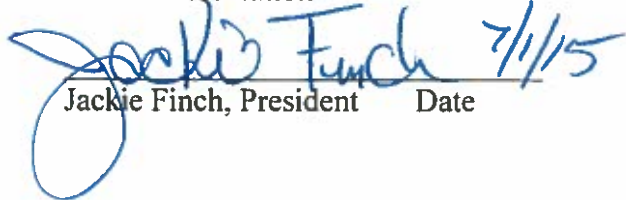
Calendar for school year 2015/2016

The Dehesa school district and CSEA met on June 22, 2015 and agreed on the attached calendar for the school year 2015/2016.

Accepted by the Superintendent  
For the District

  
Nancy Hauer, Superintendent      Date

Accepted by CSEA President  
For the Association

  
Jackie Finch, President      Date



**2015-16 School Calendar**  
**Dehesa School District**  
*— Final DRAFT —*

**July 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**August 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**September 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**October 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**November 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13 T1	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**December 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**January 2016**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**February 2016**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

**March 2016**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 T2	19
20	21	22	23	24	25	26
27	28	29	30	31		

**April 2016**



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30


**May 2016**

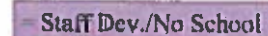
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**June 2016**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

 = Schools Closed  
 = Minimum Day

 = Holidays

 = Staff Dev./No School

 = First Last Day of

# DEHESA SCHOOL DISTRICT

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

**From:** Lori Wigg

**Subject:** Approve Tentative Agreements  
and Adopt Corresponding  
Budget Revisions

Meeting Date: July 23, 2015

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

**Background:**

In July 2015, the District reached a tentative agreement for the 2014-15 school year with the Dehesa Teachers Association, the Classified School Employees Association and the Confidential/Management bargaining groups. The attached Disclosures of Collective Bargaining Agreements outline the cost of salary negotiations in accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Government Code 3547.5

**Report:**

In accordance with AB 1200, three separate disclosures were prepared and sent to the San Diego County Office of Education for their review and approval. The attached disclosures outline the cost for each bargaining unit.

**Financial Impact:**

The individual increases are summarized in the attached documents. The total cost for all groups, including benefits, is \$39,657.

**Student Impact:**

N/A

**Recommendation:**

Administration recommends approval of the tentative agreements with Dehesa Teacher's Association, California School Employee Association, and Confidential/Management. It is also recommended the Board adopt the proposed budget revisions as a result of these agreements.

**Agenda Item #:VII.C.5**

**Tentative Agreement  
between Dehesa Teachers' Association (DTA) and the Dehesa School  
District**

---

July 1, 2015

**Agreement One: Article 15 Salary**

A one-time payment of \$1454.00 to all teachers (a total of 11 teachers) to be paid for the 2014-2015 school year.

**Agreement Two: Article 18 School Calendar/Work Year**

Adoption of the proposed calendar for the 2015-2016 school year (document attached).

This concludes the negotiations for the 2014-2015 school year.

Accepted by DTA President for  
The Association



Laura Franchini-  
DTA President

Date

7-1-15

Accepted by the Superintendent  
for the District



Nancy Hauer

Superintendent

Date

**TENTATIVE AGREEMENT**

**2014/2015**

**By and Between**

**DEHESA SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS**

**DEHESA CHAPTER # 663**

**Article 11.1 PAY AND ALLOWANCES:**

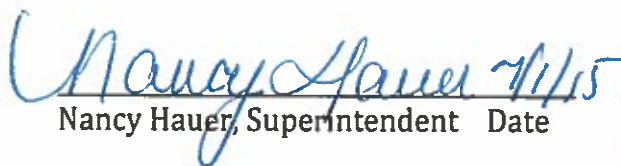
CSEA members shall be paid a one-time bonus effective on July 1<sup>st</sup>, 2015 as follows:

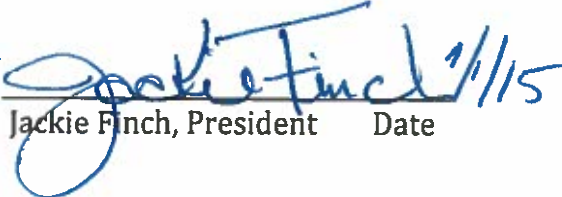
- one-time bonus of \$600 for the 9, 10 month employees
- one-time bonus of \$800 for the 1, 11 month employee
- one-time bonus of \$800 for the 7, 12month employees

This concludes the negotiations for the 14/15 school year.

Accepted by the Superintendent  
For the District

Accepted by CSEA President  
For the Association

  
Nancy Hauer, Superintendent    Date

  
Jackie Finch, President    Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Revised Tuberculosis  
Screening Policy

Meeting Date: July 23, 2015

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

**Background/Report:**

Previously, Section 49406 of the Education Code prohibited a person from being initially employed by a school district in a certificated or classified position unless the person has submitted to a tuberculosis examination. The law required the person to undergo an examination by a licensed physician to determine that he or she is free of active tuberculosis at least once every 4 years.

**Report:**

Assembly Bill No.1667 amended Section 49406 of Ed Code that would instead require a person to submit to a tuberculosis risk assessment, and, if risk factors are identified, would then require the person to submit to a tuberculosis examination to determine that the person is free of infectious tuberculosis.

**Financial Impact:**

No additional cost to the District and possibly a savings since the Risk Assessment can be performed by a physician's assistant or nurse and requires only one appointment, instead of two.

**Student Impact:**

N/A

**Recommendation:**

The District recommends the Governing Board approve the revised Health Policy.

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

# DEHESA SCHOOL DISTRICT GOVERNING BOARD POLICIES

## PERSONNEL

### Health Examinations

BP 4112.4, 4212.4, 4312.4

### New Employees

The Superintendent/Principal or designee shall ensure that new district employees comply with all the health examination requirements of California law.

In addition, the Superintendent/Principal or designee may require applicants for employment in classified positions to undergo a pre-employment physical examination to show that they are physically able to perform the duties of specific jobs. (Education Code [45122](#))

### Continuing Employees

~~Continuing employees shall undergo periodic tuberculosis tests once every four years in accordance with law, (Education Code [49406](#)) or more frequent testing upon recommendation of the public health department.~~

Employees may be required to pass a physical and/or psychological examination any time such an examination appears necessary to preserve the health and welfare of district students and employees or to furnish medical proof of physical or mental ability to perform satisfactorily the assigned duties of an individual's position. (Education Code [44839](#), [45122](#))

# DEHESA SCHOOL DISTRICT GOVERNING BOARD POLICIES

## PERSONNEL

### Health Examination

AR 4112.4, 4212.4, 4312.4

### New Employees

- ~~1. No person shall be initially employed unless he/she has placed on file with the district a certificate from a physician licensed under the Business and Professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406)~~

Persons transferring from another district may fulfill tuberculosis examination requirements in either of the following ways: (Education Code 49406)

- ~~a. By producing a certificate showing that the employee was examined within the last four years and found free of active tuberculosis, or~~
  - b. By having the last employing school verifies that it has on file a current certificate which contains that showing.
2. All new employees must pass a pre-employment examination and the cost shall be borne by the district

### Continuing Employees

~~Continuing employees who test negative on tuberculin skin tests shall undergo a tuberculosis examination at least once every four years. (Education Code 49406)~~

Tuberculosis tests and other medical examinations required by the Superintendent/Principal or designee shall be administered by a physician licensed under the Business and Professions Code and shall be provided by the district or at district expense. (Education Code 44839, 45122, 49406)

### Food Service Workers

All food service workers who cook, serve or handle food are required to obtain a health certificate before being assigned to work in any district cafeteria or kitchen. If a disease is suspected, a blood test or periodic health examinations may be required.

# DEHESA SCHOOL DISTRICT GOVERNING BOARD POLICIES

## PERSONNEL

### Health Examination

AR 4112.4, 4212.4, 4312.4

### New Employees

1. No person shall be initially employed unless he/she has completed a tuberculosis risk assessment within the past 60 days and placed on file with the district a certificate signed by a licensed health care provider to that effect. If tuberculosis risk factors are identified, he/she must undergo an examination by a licensed care practitioner to determine that s/he is free of infectious TB and provide proof to the district.(AB1667)
2. Persons transferring from another district may fulfill tuberculosis examination requirements in one of the following ways: (Education Code 49406)
  - a. Provide a certificate signed by a licensed health care provide showing they have completed a tuberculosis risk assessment or intradermal tuberculin test within the past 60 days.
  - b. By having the last employing school verify that it has on file a current certificate which contains that showing.
3. All new employees must pass a pre-employment examination and the cost shall be borne by the district.

### Food Service Workers

All food service workers who cook, serve or handle food are required to obtain a health certificate before being assigned to work in any district cafeteria or kitchen. If a disease is suspected, a blood test or periodic health examinations may be required.



# DEHESA SCHOOL DISTRICT GOVERNING BOARD POLICIES

## PERSONNEL

### Health Examinations

BP 4112.4, 4212.4, 4312.4

#### **New Employees**

The Superintendent/Principal or designee shall ensure that new district employees comply with all the health examination requirements of California law.

In addition, the Superintendent/Principal or designee may require applicants for employment in classified positions to undergo a pre-employment physical examination to show that they are physically able to perform the duties of specific jobs. (Education Code [45122](#))

#### **Continuing Employees**

Continuing employees shall be required to undergo the tuberculosis risk assessment, and if risk factors are identified, the examination, at least once each four years, or more often if directed by the governing board or a local health officer. Employees shall file a certificate with the district superintendent of school signed by either a physician, physician assistant or nurse practitioner showing the employee was examined and found free from infectious tuberculosis.

Employees may be required to pass a physical and/or psychological examination any time such an examination appears necessary to preserve the health and welfare of district students and employees or to furnish medical proof of physical or mental ability to perform satisfactorily the assigned duties of an individual's position. (Education Code [44839](#), [45122](#))

Tuberculosis tests and other medical examinations required by the Superintendent/Principal or designee shall be administered by a physician licensed under the Business and Professions Code and shall be provided by the district or at district expense. (Education Code [44839](#), [45122](#), [49406](#))

**Pregnant Employees:** The District Superintendent, may exempt a pregnant employee from the requirement that an X-ray of the lungs follow a positive TB test, for a period not to exceed 60 days following termination of the pregnancy.



**Adult Tuberculosis (TB) Risk Assessment Questionnaire<sup>1</sup>**  
(To satisfy California Education Code Section 49406 and Health and Safety Code Sections 121525-121555)  
*To be administered by a licensed health care provider (physician, physician assistant, nurse practitioner, registered nurse)*



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

Date of Risk Assessment: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

History of positive TB test or TB disease    Yes     No

If yes, a symptom review and chest x-ray (if none performed in previous 6 months) should be performed at initial hire. \*  
If no, continue with questions below.

If there is a "Yes" response to any of the questions 1-5 below, then a tuberculin skin test (TST) or Interferon Gamma Release Assay (IGRA) should be performed. A positive test should be followed by a chest x-ray, and if normal, treatment for TB infection considered.

**Risk Factors**

1. One or more signs and symptoms of TB (prolonged cough, coughing up blood, fever, night sweats, weight loss, excessive fatigue)    Yes     No

Note: A chest x-ray and/or sputum examination may be necessary to rule out infectious TB.<sup>2</sup>

2. Close contact with someone with infectious TB disease    Yes     No

3. Birth in high TB-prevalence country\*\*    Yes     No

(\*Any country other than the United States, Canada, Australia, New Zealand, or a country in Western or Northern Europe.)

4. Travel to high TB-prevalence country\*\* for more than 1 month    Yes     No

(\*\*Any country other than the United States, Canada, Australia, New Zealand, or a country in Western or Northern Europe.)

5. Current or former residence or work in a correctional facility, long-term care facility, hospital, or homeless shelter    Yes     No

**\*Once a person has a documented positive test for TB infection that has been followed by an x-ray that was deemed free of infectious TB, the TB risk assessment is no longer required.**

<sup>1</sup> Adapted from a form developed by Minnesota Department of Health TB Prevention and Control Program and Centers for Disease Control and Prevention.

<sup>2</sup> Centers for Disease Control and Prevention (CDC). *Latent Tuberculosis Infection: A Guide for Primary Health Care Providers*. 2013.

(<http://www.cdc.gov/tb/publications/LTB/default.htm>)



## ADULT TUBERCULOSIS (TB) RISK ASSESSMENT QUESTIONNAIRE

(To satisfy California Education Code Section 49406 and Health and Safety Code Sections 121525-121555)

### CERTIFICATE OF COMPLETION

*To be signed by the licensed health care provider completing the risk assessment and/or examination*

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

Date of Birth: \_\_\_\_\_

*The above named patient has submitted to a tuberculosis risk assessment. The patient does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis.*

\_\_\_\_\_  
Health Care Provider Signature

\_\_\_\_\_  
Please Print Health Care Provider Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Office Address: Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Personnel  
Recommendations

Meeting Date: July 23, 2015

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

The Governing Board is requested to approve/ratify the following personnel recommendations:

**Personnel:**

**Certificated:**

1. To hire Lauren Kjono for the position of kindergarten teacher, effective 8/25/15.
2. To hire Kathleen Daniels for the position of Resource Education Specialist, effective 8/25/15.
3. To accept the resignation of Nina Van Norstrand, primary teacher, effective July 17, 2015.

**Classified:**

1. No new hires at this time.

**Agenda Item #:VII.F.1-3**