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DEHESA SCHOOL DISTRICT
Regular Governing
Board Meeting

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AGENDA

August 20, 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

AUGUST 20, 2015

AGENDA

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

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

5. Diego Hills Charter School – Lindsay Reese
6. The Heights Charter School – Diana Whyte
7. Inspire Charter – Nick Nichols
8. Method Schools – Jessica Venezia
9. Mosaica Online Academy of Southern California – Justin Schmitt
10. Citizen Input

B. Board Input

V. Routine Action Items

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

- A. Approval of Minutes – It is recommended that the board of Trustees approve the minutes of the following meetings:
 1. Regular Board Meeting – July 23, 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. Annual Contract with ABA Education Foundation
 2. Annual Contract with San Diego County Speech Pathology Service Inc.
 3. Annual Contract with Vista Hill Learning Center
- D. Conferences and Workshops
 1. CSBA Conference – Nancy Hauer, Sheila Cochran (1 day) Karl Becker and Christina Becker
 2. Go-Math training on August 20-21 for Lauren Kjono, Julie Wiley, Farida Blakey, Nicole Suetos and Tamara Ripke. Cost is \$175.00 per day.

VI. Information & Proposals (Action may be taken)

- A. Correspondence –
 1. Live Well San Diego – Write up for website
 2. Accreditation letter from Western Association of Schools and Colleges for Dehesa Charter.

B. Report, Information, and Presentations

1. Budget Report
2. State School Building Report
3. Site Administrator Report
4. Deferred Maintenance Report
5. Enrollment – Projected

C. Discussion

1. California Uniform Public Construction Cost Accounting Act

VII. Action Items

A. Public Hearings – None

B. Old Business – None

C. New Business

1. The Board will consider the revised Sub Rate pay for Dehesa School.
2. The Board will consider the agreement between the DEHESA SCHOOL DISTRICT and CIMI Fox Landing.
3. The Board will consider the proposal from HP for the purchase of 72 computers for our 5th and 6th grade classrooms and 3rd grade.

D. Negotiations - None

E. Board Policies –

- a. None

F. Personnel

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

- a. To hire a fifth grade teacher, effective 8/25/15.
- b. To hire a SDC teacher, effective 8/25/15.
- c. To accept the resignation of our Child Nutrition Coordinator, effective 7/23/15.
- d. To accept the resignation of 6 hour Special Ed Instructional Aide, effective 8/24/15.
- e. To accept the resignation of our Administrative Clerk effective 8/31/15.

VIII. Advance Planning

A. Next Meeting

1. Regular Meeting – September 10, 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 – October 15, 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: August 20, 2015

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

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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. Regular Board Meeting – July 23, 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. Annual Contract with ABA Education Foundation
 - 2. Annual Contract with San Diego County Speech Pathology Service Inc.
 - 3. Annual Contract with Vista Hill Learning Center
- D. Conferences and Workshops –
 - 1. CSBA Conference for Nancy Hauer, Sheila Cochran, Karl Becker and Christina Becker.
 - 2. Go-Math training for Lauren Kjono, Julie Wiley, Farida Blakey, Nicole Suetos and Tamara Ripke. Cost is \$175.00 per person.

Agenda Item #s: V.A-D

DEHESA

SCHOOL DISTRICT

REGULAR GOVERNING BOARD MEETING

July 23, 2015

Minutes

I-III. Call to Order:

President Cindy White called the meeting to order at 7:16 and reported no action was taken during closed session. Cindy White led all in the Pledge of Allegiance. A quorum was established; members present – Cindy White, Jeff Royal, Karl Becker and Christina Becker. Derek Voth was absent. President Cindy White requested that Item VI.B.2 be moved to the front of the agenda. Karl Becker made a motion to approve the agenda with this change, Christina Becker seconded and all approved.

VI.B.2 State School Building Report: Wayne Oetken addressed the Board regarding the Lease/Lease Back issues. He also updated the Board on the progress of our current construction. Mr. Oetken shared that if we have a change in our ADA it will not hurt our state eligibility for our new building. The Coalition for Adequate School Housing has filed a ballot initiative with the State Attorney General to place a \$9 billion State School Bond on the November 2016 ballot, 3 of which is ear marked for new construction on an existing program. Our eligibility application is in, we are ready to go forward with Phase 2 when this initiative passes.

IV. A. Requests to Address the Board

1. Parents Club: No report

3. CSEA: No report.

4. Charter Schools: Terri Novacek, Executive Director of Dehesa Charter and Community Montessori addressed the Board regarding a Tuition based preschool that will be opening this year. She also invited the Board to an Element Day scheduled on August 17th at Cal State San Marcos. In the morning they will be having a guest speaker, Richard Louv who wrote The Nature Principle and will be speaking about sustainability.

Superintendent Hauer met with Nick Nichols from Inspire Charter to get update on???

9. Citizen Input: No

B. Board Input: Jeff Royal shared with the Board that he will be presenting information on the Robotics Team at the California Lottery in Palm Springs on August 3 and 4th for the state level. It is the lottery's 30th year anniversary. Mr. Royal has been very impressed with the knowledge and level of competition he has seen at Diego Hills with this endeavor.

V. Routine Action Items A-C:

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

Ayes: Cindy White, Jeff Royal, Karl Becker, Christina Becker

Nays: None

Absent: Derek Voth

Abstain: None

VI. Information and Proposals

A. Correspondence: None

B.1. Budget Report: Lori Wigg shared the State budget for 2015-16 was signed by the Governor on June 24, 2015. There were only a few minor budget revisions necessary as a result of the changes between the May Revision and the Adopted budget. Funding for the Mandated/Discretionary Block Grant decreased from \$601 per student on the May revision to \$530 on the final adopted budget. The decrease was offset by \$15,950 in new funding for the Educator Effectiveness Grant. The Educator Effectiveness grant is a new restricted program that can be used for Beginning Teacher Support, Professional Development for struggling teachers and training for Common Core Standards.

B.3. Site Administrator Report: Principal Ripke introduced our new 6th grade teacher, Mynor Pinillos and he shared his background with the Board. Mrs. Ripke told the Board she is in the process of re-aligning our report cards with the Common Core and is working with a team of teachers; plans to have the new report cards ready for the end of Quarter 1 reporting. Tamara Ripke shared a Power Point with the Board on Map Data showing Student Growth percentages. Superintendent shared that this year the information is just for our schools, will not be shared with the State. Tamara Ripke shared information with the Board that showed Map Assessment and California Standards Test Correlations. She also shared that the "No Child Left Behind" is going away and the new perspective is 100% of students make progress toward realistic goals that are achievable and motivational. She is working on a plan with the teachers. Mrs. Ripke also wants to implement "Connect for Success" which matches at risk students with a peer, staff member or possibly a retired teacher to check in with them on a regular basis. Also she wants to offer a Growth Award – the staff will work together to

decide what awards will be offered. Mr. Royal asked that the students be made aware of what all the awards are and how they can obtain them. She is sharing all of these ideas with the teachers at the beginning of the year. The Board thanked her for the presentation.

B.4 Title VII Indian Education Act Grant Report: Superintendent Hauer shared with the Board that this year the Grant is for the amount of \$5,400.00. She met with the liaisons and parents and they came up with a plan to best serve the students for this coming year. They would like to see the focus be on increasing their understanding in math and science. Nina Van Norstrand had been sent to the Bio Sphere Training in Arizona but was now leaving the district. Ms. Van Norstrand promised to meet with our new 6th grade science teacher to help implement those programs.

B.5 Enrollment: Already have several new students for next year registered, currently have 186 registered.

B.6 Williams Report: No complaints filed.

B.7 45 Day Budget – as previously discussed under VI.B.1

C. Discussion: None

VII. Action Items

A. Public Hearing:

1. Disclosure of Collective Bargaining Agreement. Christina Becker opened the meeting for public comment/discussion at 8:30. No questions or comments were received. Public Hearing was closed at 8:32.

B. Old Business: None

C.1. Revised Charter Documents for Dehesa Charter: Jeff Royal made a motion to consider, seconded by Karl Becker. Terri Novacek, Executive Director, spoke to the Board and explained the reason for the revision, primarily to align both charters as much as possible. She also asked if we can have the two charters expire at 4 and 5 years so they aren't both due for renewal the same year. Jeff Royal made a motion to amend the motion to include that the renewal date would be June 30, 2020, seconded by Karl Becker. Vote as follows:

Ayes: Cindy White, Jeff Royal, Karl Becker, Christina White

Nays: None

Absent: Derek Voth

Abstain: None

C.2 Revised Charter Documents for Community Montessorri: Jeff Royal made a motion to consider the documents with the amendment that the renewal date will be June 30, 2019. Motion seconded by Karl Becker. No discussion, vote as follows:

Ayes: Cindy White, Jeff Royal, Karl Becker, Christina White

Nays: None

Absent: Derek Voth

Abstain: None

C.3 STEPS Program Agreement: Karl Becker made a motion to consider, seconded by Christina Becker. Clarification from Superintendent Hauer that we have never had to use this service but need it in place in case something comes up. Vote as follows

Ayes: Cindy White, Karl Becker, Christina White

Nays: None

Absent: Derek Voth

Abstain: Jeff Royal

C.4 Proposed Calendar: Karl Becker made a motion to consider, seconded by Christina Becker. No discussion, vote as follows:

Ayes: Cindy White, Karl Becker, Christina White

Nays: None

Absent: Derek Voth

Abstain: Jeff Royal

C.5 Tentative Agreements and Budget Revisions: Motion made by Karl Becker and seconded by Christina Becker. Discussion followed – Business manager shared that the County has approved the settlement and the amounts will be on the July 31st pay roll if approved by the Board tonight. Jeff Royal wanted it noted that we cannot keep making these revisions unless we get more students that we will a gig wall to hurdle in the near future. Superintendent Hauer shared that if our salaries are not competitive enough we will lose qualified good teachers to other districts. Hopefully improved test scores and the new building will help increase enrollment. Vote as follows:

Ayes: Cindy White, Jeff Royal, Karl Becker, Christina White

Nays: None

Absent: Derek Voth

Abstain: None

D. Negotiations - None

D. Board Policies: Revised Board Policy Regarding Tuberculosis Testing: Karl Becker made a motion to consider, seconded by Jeff Royal. Superintendent Hauer explained the recommendation of CSBA to change the policy so only a Risk Assessment is necessary, rather than a test and it will save the district money. Vote as follows:

Ayes: Cindy White, Jeff Royal, Karl Becker, Christina Becker

Nays: None

Absent: Derek Voth

Abstain: None

E. Personnel:

1. Jeff Royal made a motion to consider the Ratification of the Superintendent's Personnel Actions, seconded by Karl Becker.

Ayes: Cindy White, Jeff Royal, Karl Becker, Christina White

Nays: None

Absent: Derek Voth

Abstain: None

VIII. Advanced Planning:

- A. Next regular Board meeting is set for August 20, 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. Christina Becker asked that we add the William Inspection Report – the one from the fall, with the items that we got done and what the status is on the other items. Specifically, the status of the rotted beam that needs to be replaced. Lori Wigg, business manager is acquiring quotes for same, work needs to be done this summer, before school starts. Noted that if the repair is more than \$5,000 we need Board approval. Cindy White does not want to have a special board meeting. Cindy White shared that usually there is a Deferred Maintenance Report given to the Board in May or June listing all the summer projects; asked to have this report presented in August of what has been done during the summer.

Mrs. Becker requested a resolution be placed on the next agenda to approve bidding under the Cupcake rules (California Uniform Construction Cost Accounting Commission). She stated that by adopting the Cupcake resolution, we can increase District bid limits by qualifying vendors on our website and it would save the District money.

C. Future Meetings:

1. Regular Meeting – September 10, 2015

IX. Adjournment: Meeting was adjourned at 8:45 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:

Sheila Cochran
Administrative Secretary

Derek Voth
Clerk of the Board

Dehesa School District
COMMERCIAL WARRANT LISTINGS

August 1, 2015

General Fund Restricted Accounts

Special Education

	Date	Amount	
Audiometrics			Audiometer Calibration
ABA education Foundation	7/7/15	\$243.73	Student Supervision Services
Lemon Grove	7/8/15	\$19,436.11	Program Specialist
LRP Publications			Special Ed for Charters
Nancy Hauer			Training Reimbursement
Pearson	7/8/15	\$695.40	Special Ed Supplies
Purposeful Play, Inc.	7/8/15	\$8,562.50	Occupational Therapy
San Diego County Speech Pathology	7/8/2015	\$3,285.00	Speech Services
Southwest School & Office Supply			Instructional Supplies
Vista Hill	7/8/15	\$1,567.00	Mental Health Services/Assessments
	7/27/15	\$1,567.00	Mental Health Services/Assessments
WPS Publish			Visual/Auditory Testing

General Fund Other Restricted/Unrestricted Accounts

Transportation

A-Z Bus Sales	7/8/15	63.67	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	7/7/15	\$57.00	Live Scan & Background Checks
Aardvark Pest Control, Inc.	7/7/2015	\$109.00	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	7/7/2015	88.36	Phone Bill
Atkinson, Andelson, Loya, Ruud & Romo	7/27/15	\$1,290.19	Legal Fees
Avaya	7/8/15	\$722.16	Phone System Maintenance
Award Emblem Mfg Co			Student Counsel Pins
Barnes & Noble			Library Books
Becker, Christina			Reimbursement-Parking

Dehesa School District
COMMERCIAL WARRANT LISTINGS

August 1, 2015

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
California Schools VEBA			Retiree Premiums Feb-April
California Dept. of Justice	7/8/15	\$111.00	Fingerprinting Fees
	7/8/15	\$49.00	
College Preparatory Mathematics			Instructional Supplies/Books
Copy Link			Junior High Copier Maintenance
County Proflame			Propane
County of San Diego			Election Fees
CPM			Textbooks
Daniel Shea	7/8/15	\$59.94	Reimbursement-Instructional Supplies
David Best	7/27/15	\$69.93	Reimbursement-Maintenance Supplies
Data Management			Office Supplies
Dehart Backflow			Backflow Testing
Dell Awards	7/8/15	\$91.80	Name Plates
Dell Marketing LLP			Servers, Common Core Funds
Demco	7/8/15	\$85.78	Instructional Supplies
Dunn Edwards Paints			Paint
East County Californian	7/8/15	\$73.50	Budget Advertisement
Educational Data Systems			CELDT Testing Fees
Eric Schneider			Reimbursement
ESGI			Licensing Fees
Extended School Services	7/9/15	\$60.00	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	7/8/15	\$156.93	Maintenance Supplies
Guided Discoveries, Inc			Camp Deposit
Heart Rate Monitors USA			Middle School PE Supplies
Home Depot	7/8/15	\$232.40	Custodial/Maintenance Supplies
Houghton-Mifflin Harcourt			Textbooks
HR Direct	7/10/15	\$69.99	Compliance Updates
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
Jurman's	7/14/15	\$300.00	CPR Training
Kelly Pallitto	7/27/15	\$172.50	Reimbursement-Mileage

Dehesa School District

COMMERCIAL WARRANT LISTINGS

August 1, 2015

7/14/15	\$156.40	Reimbursement-Mileage
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Dehesa School District
COMMERCIAL WARRANT LISTINGS

August 1, 2015

Learning Upgrade	7/10/15	\$31.90	Parking Fee
Lynn's Locksmith Service	7/8/15	\$28.48	Student Annual License
Mason's	7/8/15	\$507.46	keys
McGraw Hill			Maintenance Repairs
Message Logix, Inc.			Books & Instructional Supplies
MobyMax			Anonymous Alert Subscription Services
MRC Smart Technologies			Student Licensing Fees
MRC			Qtrly Maintenance Printers
			Staples
<u>General Fund, Other - Continued</u>			
Nancy Hauer	7/2/15	\$14.41	Reimbursement-Postage
Nina Van Nostrand	7/10/15	\$152.39	Reimbursement-Conference Expenses
Nexus			Smartnet Maintenance Agreement
NvLS			Erate Services
NWEA			Testing Fees
Office Depot			Instructional and Office Supplies
Otay Water District	7/8/15	\$298.81	Monthly Service
	7/27/15	\$358.71	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	7/8/15	\$157.82	Reimbursement
Read Naturally, Inc.			Instructional Supplies
Really Good Stuff			Instructional Supplies
Renaissance Learning			Additional Subscriptions SR
Revolving Fund			Reimbursement
RL Bates, DBA AI-Max			Septic Pumping Services
San Diego County Office of Education	7/8/15	\$125.00	Conference/Trainings
	7/9/15	\$183.60	
San Diego County Office of Education	7/9/15	\$50.00	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 Services of Ca.	7/8/15	\$310.00	Conference Registration Fees
School Outfitters			Instructional Supplies
School Specialty			Instructional Supplies
Science Olympiad			Science Olympiad
SDG & E	7/6/15	\$4,834.52	Monthly Service
	7/27/15	\$6,253.06	
Sheila Cochran	7/8/15	\$18.21	Reimbursement office supplies
Sheila Cochran			Mileage
Skillpath Seminars			Conference/Training
Small School District Association			Membership dues/Workshops
SoftChoice	7/9/15	\$1,152.06	MS office Licensing
Southern California Assoc Science Proff.			Workshop Fees

Dehesa School District
COMMERCIAL WARRANT LISTINGS

August 1, 2015

Southwest School & Office Supply	7/8/15	\$316.88	Instructional Supplies
	7/8/15	\$215.57	Office Supplies
Stutz, Artiano, Shinoff, Holtz			Legal Fees
Sycuan Resort	7/8/15	\$1,790.00	Middle School PE
Tamara Ripke	7/10/15	\$39.69	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
VEBA	7/9/15	\$6,533.79	
	7/27/15	\$3,356.61	
Waste Management	7/8/15	\$418.80	Monthly Service
Waxie			Custodial Supplies
Wilkinson Hadley King & Co. LLP	7/9/15	\$1,500.00	Audit Progress Billings
Witt Company			Copier Supplies
Xerox	7/9/15	\$1,788.86	Copier Monthly Invoice
	7/27/2015	390.31	
<u>Charter School Funding</u>			
Community Montessori	7/10/15	\$9,092.61	In-Lieu Property Taxes Transfer
Community Montessori	7/24/2015	\$75,855.52	Special Education Reimbursement
Dehesa Charter School	7/9/15	\$27,198.71	In-Lieu Property Taxes Transfer
Dehesa Charter School	7/24/2015	\$206,835.34	Special Education Reimbursement
Diego Hills Charter School			In-Lieu Property Taxes Transfer
			Special Education Reimbursement
The Heights Charter School			In-Lieu Property Taxes Transfer
The Heights Charter School	7/24/15	\$51,527.18	Special Education Reimbursement
Methods Charter School	7/10/15	\$432.76	In-Lieu Property Taxes Transfer
Mosaica Charter School			In-Lieu Property Taxes Transfer
Girard & Edwards	7/27/15	\$10,733.70	Legal Fees

ESS - Student Care Fund

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

Dehesa School District
COMMERCIAL WARRANT LISTINGS

August 1, 2015

Cafeteria Fund

Alpine Union School District	7/7/15	\$4,879.94	Contract School Lunches
Autumnne Sherman	7/14/15	\$506.75	Reimbursement-Conference Expenses
County of San Diego			Annual Renewal Fees
Francos Pizza			Cafeteria Food
Hollandia Dairy			Cafeteria Milk
Little Caesars Pizza			Cafeteria Food
PUSD			Certification Class for Autumnne Sherman
SDG&E			Electric Bill
Sysco			Food

Deferred Maintenance Fund

Awning Products Unlimited	Replace Front Walkway Awning
DFS Flooring	Carpet 3 rooms
Janus Corporation	Asbestos Removal 2 classrooms
PAC Heating and Air Conditioning	A/C Repairs
Pacifica Glass Co	Repair Broken Window
San Diego Door	Building/Door Repairs
South Bay Fence Co	Fence Repairs from Car Accident
Western Environmental & Safety Tech	Certified Asbestos Consultant

2015-2016 San Diego County Nonpublic Master Contract

Directions:

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



San Diego County Office of Education
Student Services and Programs Division

San Diego County Nonpublic Master Contract
Main Document

2015-2016

Special Education Department

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

**2015-2016
Nonpublic
Master Contract

Main Document**



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

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NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2015/2016

This Master Contract is made and entered into

this 1st day of August, 2015 between the

Dehesa School, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

ABA Education Foundation
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 INDIVIDUAL SERVICES AGREEMENT

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

1.3 NONPUBLIC CERTIFICATION OR WAIVER

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

1.4 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or

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

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related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

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

1.5 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56365
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56365
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

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

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

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(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.6 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

2.2 MODIFICATIONS AND AMENDMENTS

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

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2.3 NOTICES

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

Notices mailed to the LEA shall be addressed to:

Nancy Hauer Superintendent
Name/Title

Dehesa School District
Local Education Agency

4612 Dehesa Rd.
Address

El Cajon CA 92019
City State Zip

(619) 444-2161
Phone

(619) 444-2105
Facsimile

nancy.hauer@dehesasd.net
Email Address

Notices to the CONTRACTOR shall be addressed to:

Erin Zwahlen, Executive Director
Name/Title

ABA Education Foundation
Nonpublic School

5694 Mission Center Rd. Ste 602 PMB 341
Address

San Diego CA 92108
City State Zip

(619) 272-0090
Phone

(619) 220-0215
Facsimile

ezwahlenr@bridgessba.com
Email Address

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2.4 INDEPENDENT CONTRACTOR STATUS

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

2.5 SUBCONTRACT AND ASSIGNMENT

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

2.6 INDEMNIFICATION

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

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

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

2.7 INSURANCE

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

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

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shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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

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

2.8 TRANSPORTATION

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

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

2.9 WAIVERS

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

2.10 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

2.11 SEVERABILITY

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

2.12 CONFLICTS OF INTEREST

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

b. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service

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provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.13 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.14 DISPUTE RESOLUTION

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

2.15 VENUE AND GOVERNING LAW

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

2.16 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366 4(a).

2.17 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.19 FREE APPROPRIATE PUBLIC EDUCATION

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

2.20 PUPIL PROGRESS

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

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

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and

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review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

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b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the

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LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by

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LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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

f. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 5: SIGNATURES

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 8/1/15 and terminates at 5:00 p.m. on 8/1/16 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Erin Zwahlen

Authorized Representative Signature

DATE: 7/9/15

Erin Zwahlen, Ph.D., BCBA-D, Executive Director

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Heather Difeo

Authorized Representative Signature

DATE: 7/20/15

Heather Difeo
(Type) Name and Title Senior Director

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) _____
provides to the CONTRACTOR _____
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201____ - 201____ Contract
Year.

Anticipated Student Start Date: _____

This interim written approval is for a period of 90 days, beginning with the anticipated student start date at the nonpublic placement. If the IEP/IFSP is not completed and the student is not placed by the end of the 90 day period, the LEA or CONTRACTOR may request an extension of the interim written approval. The LEA shall continue to provide services to the student in accordance with the terms of the IEP/IFSP and the parties in the IEP/IFSP Agreement.

not needed

If the IEP/IFSP is not completed and the student is not placed by the end of the 90 day period, the LEA or CONTRACTOR may request an extension of the interim written approval, or as otherwise agreed by the parties in the IEP/IFSP Agreement, or as otherwise agreed by the parties in the IEP/IFSP Agreement, or as otherwise agreed by the parties in the IEP/IFSP Agreement, or as otherwise agreed by the parties in the IEP/IFSP Agreement.

This interim written approval is for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic placement. If the IEP/IFSP is not completed and the student is not placed by the end of the 90 day period, the LEA or CONTRACTOR may request an extension of the interim written approval. The LEA shall continue to provide services to the student in accordance with the terms of the IEP/IFSP and the parties in the IEP/IFSP Agreement.

If the IEP/IFSP is not completed and the student is not placed by the end of the 90 day period, the LEA or CONTRACTOR may request an extension of the interim written approval, or as otherwise agreed by the parties in the IEP/IFSP Agreement, or as otherwise agreed by the parties in the IEP/IFSP Agreement, or as otherwise agreed by the parties in the IEP/IFSP Agreement.

Agreed to by _____

Director of the LEA:

Signature

Date

Name/Title

Agreed to by the CONTRACTOR:

Signature

Date

Name/Title

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq)**

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

A DESIGNATED INSTRUCTION AND SERVICES

SERVICE	LEA					Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
1. Educational Counseling a. Individual (510) b. Group (515)							
2. Language/Speech Therapy (415) a. Individual b. Group							
3. Occupational Therapy (450)							
4. Adapted Physical Ed (425)							
5. Orientation and Mobility ((730)							
6. Physical Therapy (460)							
7. One to one Aide (340)							
8. Nursing Services (436)							
9. Behavior intervention to include (535)							
10. Supervision to include (900)							
11. Consultation/IEP attendance to include (900)							
12. a. Transportation – Emergency 900) b. Transportation - Parent							
13. ERMHS – Assessment							

To be completed + sent to NPA

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
14. ERMHS – Individual Counseling (510)							
15. ERMHS – Counseling & Guidelines (515)							
16. ERMHS – Parent Counseling & Training (520)							
17. ERMHS – Psychological Services (530)							
18. ERMHS – Social Work Services (525)							

ESTIMATED MAXIMUM RELATED SERVICES COST (A) \$ _____

B. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) \$ _____

1. Other Provisions/Attachments

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic Agency)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

2015-2016 Nonpublic Master Contract

Appendix B: Agencies



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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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**NONPUBLIC MASTER CONTRACT
Appendix B: Agencies**

CONTRACT YEAR 2015/2016

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABA Education Foundation

The CONTRACTOR NUMBER: 1A-37-117

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: IEP participation will be reimbursed at rates 2-9.

A.	<u>Related Services</u>	<u>Rate</u>	<u>Period</u>
1)	a. ABA Service Behavior Intervention to include: Discrete Trial, Applied Behavior Analysis based strategies, implementation of Behavior plans, PRT/Floor Time, Structured TEACCH, Direct Instruction, Adaptive skills, data collection, Social skill groups, other 1:1 or small group intervention, attendance at progress meetings	<u>\$75.00</u>	<u>hourly</u>
	b. ABA Service Supervision to include: IEP meetings, FAA/BIP writing Assessments, writing/implementation of Behavior Support Plans, Data collection and analysis, supervision of CONTRACTOR staff, Progress meetings, Parent counseling and training, psychological services <i>Excludes: Notes, material preparation, report writing and staff training and other Non-contact time with the student</i>	<u>\$75.00</u>	<u>hourly</u>
2)	a. Education Counseling (not ed related mental health)- Individual	<u> </u>	<u> </u>
	b. Education Counseling (not ed related mental health)- Group	<u> </u>	<u> </u>
3)	a. Language/Speech Therapy-Individual	<u> </u>	<u> </u>
	b. Language/Speech Therapy-Group	<u> </u>	<u> </u>
4)	Occupational Therapy	<u> </u>	<u> </u>
5)	Music Therapy	<u> </u>	<u> </u>
6)	Adapted Physical Education	<u> </u>	<u> </u>
7)	Orientation/Mobility Training	<u> </u>	<u> </u>
8)	Physical Therapy	<u> </u>	<u> </u>
9)	a. Nursing Services – Health Aide	<u> </u>	<u> </u>
	b. Nursing Services – LVN	<u> </u>	<u> </u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Erin Zwahlen
Authorized Representative Signature

DATE: 7/9/15

Erin Zwahlen, Ph.D., BCBA-D, Executive Director
(Type) Name and Title

APPROVED AS TO FORM

SELPA DIRECTOR

Heather DiFede
Authorized Representative Signature

DATE: 7/20/15

Heather DiFede
(Type) Name and Title Senior Director

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

2015-2016 San Diego County Nonpublic Master Contract

Directions:

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



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Student Services and Programs Division

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Special Education Department

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Directions:

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

2015-2016
Nonpublic
Master Contract

Main Document



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

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**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2015/2016

This Master Contract is made and entered into

this 1st day of August, 2015 between the

Dehesa School, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

San Diego County Speech Pathology Services Inc
(Nonpublic.)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5. Consists of the Master Contract (Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract Main Document together with all applicable appendices for particular contractor. It is understood that this Master Contract does not commit the LEA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval (developed in circumstances when a student is being authorized for services prior to any contract being executed) is given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR¹. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 INDIVIDUAL SERVICES AGREEMENT

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

1.3 NONPUBLIC CERTIFICATION OR WAIVER

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

1.4 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or

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

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related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

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

1.5 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56365
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56365
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

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

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

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(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.6 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

2.2 MODIFICATIONS AND AMENDMENTS

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

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2.3 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

Nancy Hauer Superintendent
Name/Title

Dehesa School District
Local Education Agency

4612 Dehesa Rd.
Address

El Cajon CA 92019
City State Zip

(619) 444-2161
Phone

(619) 444-2105
Facsimile

nancy.hauer@dehesasd.net
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Edmund Thile Ph.D. Director
Name/Title

San Diego County Speech Pathology Inc.
Nonpublic School

411 Camino Del Rio S. Ste 101
Address

San Diego CA 92108
City State Zip

()
Phone

()
Facsimile

judy@county-speech.com
Email Address

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2.4 INDEPENDENT CONTRACTOR STATUS

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

2.5 SUBCONTRACT AND ASSIGNMENT

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

2.6 INDEMNIFICATION

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

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

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

2.7 INSURANCE

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

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

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shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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

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

2.8 TRANSPORTATION

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

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

2.9 WAIVERS

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

2.10 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

2.11 SEVERABILITY

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

2.12 CONFLICTS OF INTEREST

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

b. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service

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provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service

2.13 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.14 DISPUTE RESOLUTION

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

2.15 VENUE AND GOVERNING LAW

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

2.16 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.17 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.19 FREE APPROPRIATE PUBLIC EDUCATION

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

2.20 PUPIL PROGRESS

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

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

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and

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review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

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b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the

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LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR'S failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by

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LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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

f. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 5: SIGNATURES

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures

This contract is effective on 8/1/15 and terminates at 5:00 p.m. on 8/1/16 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

[Signature]
Authorized Representative Signature

DATE: 7-6-15

Edmund L. Thile

Edmund L. Thile, Ph.D.
(Type) Name and Title **Director**

APPROVED AS TO FORM:

SELPA DIRECTOR

[Signature]
Authorized Representative Signature

DATE: 7/15/15

Heather DiFede, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

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Master Contract

Appendix B: Agencies



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

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CONTRACT YEAR 2015/2016

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

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

1.5 **OWNERSHIP**

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

1.6 **STAFF ABSENCES**

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 **SAFE AND APPROPRIATE ENVIRONMENT**

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego County Speech Pathology Inc

The CONTRACTOR NUMBER: 205859066

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: IEP participation will be reimbursed at rates 2-9

A.	<u>Related Services</u>	<u>Rate</u>	<u>Period</u>
1)	a. ABA Service Behavior Intervention to include Discrete Trial, Applied Behavior Analysis based strategies, implementation of Behavior plans, PRT/Floor Time, Structured TEACCH, Direct Instruction, Adaptive skills, data collection, Social skill groups, other 1:1 or small group intervention, attendance at progress meetings	_____	_____
	b. ABA Service Supervision to include IEP meetings, FAA/BIP writing Assessments, writing/implementation of Behavior Support Plans, Data collection and analysis, supervision of CONTRACTOR staff, Progress meetings, Parent counseling and training, psychological services <i>Excludes: Notes, material preparation, report writing and staff training and other Non-contact time with the student</i>	_____	_____
2)	a. Education Counseling (not ed related mental health)- Individual	_____	_____
	b. Education Counseling (not ed related mental health)- Group	_____	_____
3)	a. Language/Speech Therapy-Individual	<u>\$70.00 SLP</u>	<u>hourly</u>
	b. Language/Speech Therapy-Group	<u>\$45.00 SLPA</u>	<u>hourly</u>
4)	Occupational Therapy	_____	_____
5)	Music Therapy	_____	_____
6)	Adapted Physical Education	_____	_____
7)	Orientation/Mobility Training	_____	_____
8)	Physical Therapy	_____	_____
9)	a. Nursing Services – Health Aide	_____	_____
	b. Nursing Services – LVN	_____	_____

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c	Nursing Services – RN	_____	_____
d	Nursing Services – CRN	_____	_____
10)	Consultation to include: <u>Psychoeducational/Neuropsychological Assessments, Professional Development, Independent Evaluation</u>	_____	_____
11)	a Transportation	_____	_____
	b Transportation - Parent *	_____	_____
12)	Other _____	_____	_____
13)	Other _____	_____	_____
14)	Other _____	_____	_____
15)	Other _____	_____	_____
16)	Other _____	_____	_____
17)	Other _____	_____	_____
18)	Other _____	_____	_____
19)	Other _____	_____	_____
20)	Other _____	_____	_____

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

B. Education Related Mental Health Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u> <small>(Daily, hourly, etc.)</small>
<u>Assessment</u>	<u>\$70.00</u>	<u>hourly</u>
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling & Guidance (515)</u>	_____	_____
<u>Parent Counseling & Training (520)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>*ERMHS Provider All Inclusive FTE Rate</u>	_____	_____

(Includes but not limited to: IEP participation, Report writing, Progress reporting, travel, consultation and any of the services listed above including assessment)

* District will define the scope of work for the FTE Contractor

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SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

[Handwritten Signature]

DATE: 7-6-15

Authorized Representative Signature

Edmund L. Thile, Ed

(Type) Name and Title **Director**

APPROVED AS TO FORM:

SELPA DIRECTOR

[Handwritten Signature]

DATE: 7/15/15

Authorized Representative Signature

Heather DiFede, Senior Director

(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

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INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) _____
provides to the CONTRACTOR _____
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools Section 4.1 of the Master Contract for the 201____ - 201____ Contract
Year.

Anticipated Student Start Date: _____.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature

Date

Name/Title

Agreed to by the CONTRACTOR:

Signature

Edmund L. Thile

7-6-15

Date

Edmund L. Thile Director

Name/Title

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56355 et seq)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic Agency _____

LEA Case Manager Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade _____
(Last) (First) (MI)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(if different from student)

AGREEMENT TERMS

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES

SERVICE	Provider			# of Times per wk/mo/yr., Duration, or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
1. Educational Counseling a. Individual (510) b. Group (515)							
2. Language/Speech Therapy (415) a. Individual b. Group							
3. Occupational Therapy (450)							
4. Adapted Physical Ed (425)							
5. Orientation and Mobility ((730)							
6. Physical Therapy (460)							
7. One to one Aide (340)							
8. Nursing Services (435)							
9. Behavior intervention to include (535)							
10. Supervision to include (900)							
11. Consultation/IEP attendance to include (900)							
12. a. Transportation - Emergency 900 b. Transportation - Parent							
13. ERMHS - Assessment							

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
14 ERMHS – Individual Counseling (510)							
15 ERMHS – Counseling & Guidelines (515)							
16 ERMHS – Parent Counseling & Training (520)							
17. ERMHS – Psychological Services (530)							
18 ERMHS – Social Work Services (525)							

ESTIMATED MAXIMUM RELATED SERVICES COST (A) \$ _____

B. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) \$ _____

1. Other Provisions/Attachments

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER

(Signature) _____ (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below

-CONTRACTOR-
**San Diego County Speech
Pathology Services, Inc.**

-DISTRICT-

(Name of Nonpublic Agency)

(Name of School District)

(Signature)

Edmund L. Thile

(Date)

7-6-15

(Signature)

(Date)

Edmund L. Thile Director
(Name and Title)

(Name of Superintendent or Authorized Designee)

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Nonpublic
Master Contract

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

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NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2015/2016

This Master Contract is made and entered into

this 1st day of July, 2015 between the

Dehesa School, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Vista Hill Learning Assistance Center
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 INDIVIDUAL SERVICES AGREEMENT

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

1.3 NONPUBLIC CERTIFICATION OR WAIVER

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

1.4 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or

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

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related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

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

1.5 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56365
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56365
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

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

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

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(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.6 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

2.2 MODIFICATIONS AND AMENDMENTS

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

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2.3 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

Nancy Hauer Superintendent
Name/Title

Dheesa School District
Local Education Agency

4612 Dehesa Rd.
Address

Alpine CA 92019
City State Zip

(619) 444-2161
Phone

(619) 444-2105
Facsimile

nancy.hauer@dehasd.net
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Robert Dean
Name/Title

Vista Hill Learning Assistance Center
Nonpublic School

8910 Clairemont Mesa Blvd
Address

San Diego CA 92123
City State Zip

(858) 514-5100
Phone

(858) 514-5190
Facsimile

rdean@vistahill.org
Email Address

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2.4 INDEPENDENT CONTRACTOR STATUS

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

2.5 SUBCONTRACT AND ASSIGNMENT

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

2.6 INDEMNIFICATION

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

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

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

2.7 INSURANCE

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

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

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shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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

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

2.8 TRANSPORTATION

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

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

2.9 WAIVERS

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

2.10 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

2.11 SEVERABILITY

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

2.12 CONFLICTS OF INTEREST

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

b. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service

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provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.13 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.14 DISPUTE RESOLUTION

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

2.15 VENUE AND GOVERNING LAW

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

2.16 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.17 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.19 FREE APPROPRIATE PUBLIC EDUCATION

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

2.20 PUPIL PROGRESS

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

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

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and

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review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

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b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the

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2015-2016

LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by

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LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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

f. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 5: SIGNATURES

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 7/1/2015 and terminates at 5:00 p.m. on 6/30/2016 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Robert Dean

DATE: 7/27/15

Authorized Representative Signature

Robert Dean, President and CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Heather Difede Senior Director East County SELPA
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

2015-2016 Nonpublic Master Contract

Appendix B: Agencies



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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2015-2016**

**NONPUBLIC MASTER CONTRACT
Appendix B: Agencies**

CONTRACT YEAR 2015/2016

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2015-2016**

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Vista Hill: Learning Assistance Center

The CONTRACTOR NUMBER: _____

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: IEP participation will be reimbursed at rates 2-9.

A.	<u>Related Services</u>	<u>Rate</u>	<u>Period</u>
1)	a. ABA Service Behavior Intervention to include: Discrete Trial, Applied Behavior Analysis based strategies, implementation of Behavior plans, PRT/Floor Time, Structured TEACCH, Direct Instruction, Adaptive skills, data collection, Social skill groups, other 1:1 or small group intervention, attendance at progress meetings	_____	_____
	b. ABA Service Supervision to include: IEP meetings, FAA/BIP writing Assessments, writing/implementation of Behavior Support Plans, Data collection and analysis, supervision of CONTRACTOR staff, Progress meetings, Parent counseling and training, psychological services <i>Excludes: Notes, material preparation, report writing and staff training and other Non-contact time with the student</i>	_____	_____
2)	a. Education Counseling (not ed related mental health)- Individual	_____	_____
	b. Education Counseling (not ed related mental health)- Group	_____	_____
3)	a. Language/Speech Therapy-Individual	_____	_____
	b. Language/Speech Therapy-Group	_____	_____
4)	Occupational Therapy	_____	_____
5)	Music Therapy	_____	_____
6)	Adapted Physical Education	_____	_____
7)	Orientation/Mobility Training	_____	_____
8)	Physical Therapy	_____	_____
9)	a. Nursing Services – Health Aide	_____	_____
	b. Nursing Services – LVN	_____	_____

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c. Nursing Services – RN	_____	_____
d. Nursing Services – CRN	_____	_____
10) Consultation to include: <u>Psychoeducational/Neuropsychological Assessments, Professional Development, Independent Evaluation</u>	_____	_____
11) a. Transportation	_____	_____
b. Transportation - Parent *	_____	_____
12) Other _____	_____	_____
13) Other _____	_____	_____
14) Other _____	_____	_____
15) Other _____	_____	_____
16) Other _____	_____	_____
17) Other _____	_____	_____
18) Other _____	_____	_____
19) Other _____	_____	_____
20) Other _____	_____	_____

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

B. Education Related Mental Health Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u> <small>(Daily, hourly, etc.)</small>
<u>Assessment</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling & Guidance (515)</u>	_____	_____
<u>Parent Counseling & Training (520)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>*ERMHS Provider All Inclusive FTE Rate</u>	<u>\$94,000.00</u>	<u>.2License Therapist</u>

(Includes but not limited to: IEP participation, Report writing, Progress reporting, travel, consultation and any of the services listed above including assessment)

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* District will define the scope of work for the FTE Contractor

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Robert Dean
Authorized Representative Signature

DATE: 7/27/15

Robert Dean, President and CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Heather Difede Senior Director East County SELPA
(Type) Name and Title

LEA
Local Educational Agency

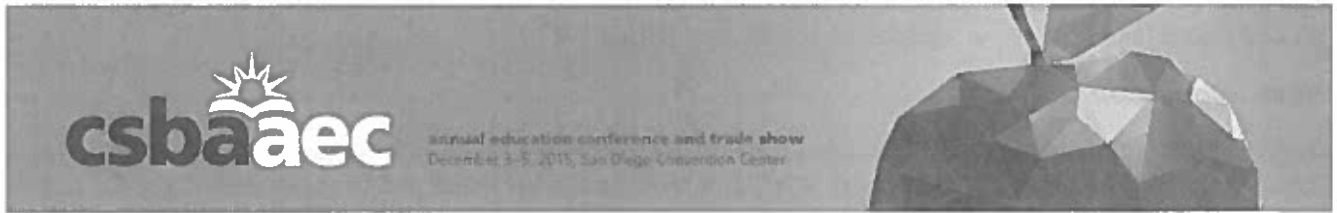
Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____



*** Please do not reply to this e-mail. It was sent from an automated system. ***

— Balance due —

Profile

07/30/2015

Booking ID: 4982
Confirmation ID: 7328
Company ID: 100729

Nancy Hauer
Dehesa SD
4612 Dehesa Rd
El Cajon
El Cajon, CA 92019-2922

Dear Mr./Ms. Hauer:

Thank you for registering for the 2015 CSBA Annual Education Conference and Trade Show. The information below will help you with planning your conference trip to San Diego.

Conference and Registration Location

San Diego Convention Center
111 W. Harbor Drive
San Diego, CA 9210

Onsite Registration Hours

Wednesday, December 2 7:00 a.m - 6:00 p.m.
Thursday, December 3 7:00 a.m - 6:00 p.m.
Friday, December 4 7:00 a.m. - 6:00 p.m.
Saturday December 5 7:00 a.m - Noon

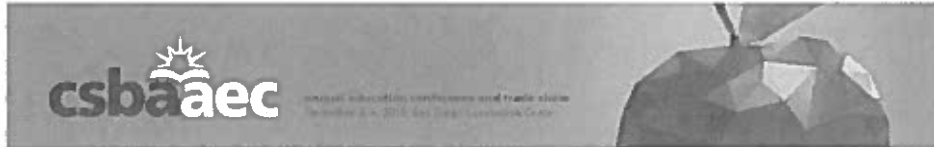
Ticketed Meal Functions

All ticketed meal functions will be held at the headquarters hotel, the Marriott Marquis San Diego Marina, unless otherwise noted. Purchase your meal tickets in advance as tickets will not be sold the day of the meal function. If you would like to add meal functions or make any changes to your registration prior to the conference please contact the CSBA registrar at register@csba.org.

Spouse/Partner Registration

Each conference registrant is limited to one spouse/partner registration at the cost of \$35. A spouse/partner is defined as a spouse or significant other who is not affiliated with or employed by a California school district or county office of education (including board members, administrators, teachers, or staff). Spouses/partners will receive a badge giving them access to all general sessions, breakout sessions, and the trade show floor, but will not receive a conference bag and program. Meal functions require an additional purchased ticket for all attendees, including spouses/partners.

Co-workers, associates or other family members are not eligible to use the spouse/partner registration



*** Please do not reply to this e-mail. It was sent from an automated system. ***

— Balance due —

Profile

07/30/2015

Booking ID: 4982
Confirmation ID: 7339
Company ID: 100729

Christina Becker
Dehesa SD
4612 Dehesa Rd
El Cajon
El Cajon, CA 92019-2922

Dear Mr./Ms. Becker:

Thank you for registering for the 2015 CSBA Annual Education Conference and Trade Show. The information below will help you with planning your conference trip to San Diego.

Conference and Registration Location

San Diego Convention Center
111 W. Harbor Drive
San Diego, CA 9210

Onsite Registration Hours

Wednesday, December 2 7:00 a.m - 6:00 p.m.
Thursday, December 3 7:00 a.m - 6:00 p.m.
Friday, December 4 7:00 a.m - 6:00 p.m.
Saturday December 5 7:00 a.m - Noon

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Spouse/Partner Registration

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Co-workers, associates or other family members are not eligible to use the spouse/partner registration category. If this registration category is used by someone other than a spouse/partner, the registrant will be charged a full conference registration fee for that person.

Hotel Information

Registration for housing at CSBA's Annual Education Conference and Trade Show will remain open until 3:00 p.m. (PST) on Friday, November 6, 2015. For the latest information and to make your hotel reservation go to aec.csba.org.

Delegate Housing

If you are a CSBA Delegate, you have access to housing at the headquarters hotel, the Marriott Marquis San Diego Marina. Beginning Tuesday, June 9 at 8:00 a.m. (PDT) through Friday, June 26 at 3:00 p.m. (PDT), you may make your reservations directly with the CSBA Housing Bureau/Experient online at aec.csba.org/housing. Please note that you will need your Delegate ID number that was emailed to both you and your executive assistant. At the housing website, click on the "Attendee Housing" button then enter your ID number into the box and click "search." This will automatically pull up your name and allow you to proceed to make your hotel reservation.

Registration Detail

Christina Becker - This registrant has a balance due

Registration Type: Full Conference, Early Registration

**** Please do not reply to this e-mail. It was sent from an automated system. *****

— Balance due —

Profile

07/30/2015

Booking ID: 4982
Confirmation ID: 7344
Company ID: 100729

Karl Becker
Dehesa SD
4612 Dehesa Rd
El Cajon
El Cajon, CA 92019-1629

Dear Mr./Ms. Becker:

Thank you for registering for the 2015 CSBA Annual Education Conference and Trade Show. The information below will help you with planning your conference trip to San Diego.

Conference and Registration Location

San Diego Convention Center
111 W. Harbor Drive
San Diego, CA 9210

Onsite Registration Hours

Wednesday, December 2 7:00 a.m - 6:00 p.m.
Thursday, December 3 7:00 a.m - 6:00 p.m.
Friday, December 4 7:00 a.m. - 6:00 p.m.
Saturday December 5 7:00 a.m - Noon

Ticketed Meal Functions

All ticketed meal functions will be held at the headquarters hotel, the Marriott Marquis San Diego Marina, unless otherwise noted. Purchase your meal tickets in advance as tickets will not be sold the day of the meal function. If you would like to add meal functions or make any changes to your registration prior to the conference please contact the CSBA registrar at register@csba.org.

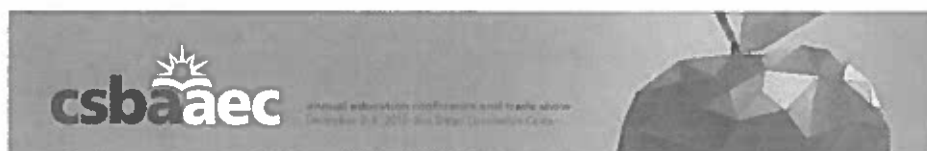
Spouse/Partner Registration

Each conference registrant is limited to one spouse/partner registration at the cost of \$35. A spouse/partner is defined as a spouse or significant other who is not affiliated with or employed by a California school district or county office of education (including board members, administrators, teachers, or staff). Spouses/partners will receive a badge giving them access to all general sessions, breakout sessions, and the trade show floor, but will not receive a conference bag and program. Meal functions require an additional purchased ticket for all attendees, including spouses/partners.

Co-workers, associates or other family members are not eligible to use the spouse/partner registration category. If this registration category is used by someone other than a spouse/partner, the registrant will be charged a full conference registration fee for that person.

Hotel Information

Registration for housing at CSBA's Annual Education Conference and Trade Show will remain open until 3:00 p.m. (PST) on Friday, November 6, 2015. For the latest information and to make your hotel reservation go



*** Please do not reply to this e-mail. It was sent from an automated system. ***

— Balance due —

Profile

07/30/2015

Booking ID: 4982
Confirmation ID: 7346
Company ID: 100729

Sheila M. Cochran
Dehesa SD
4612 Dehesa Rd
El Cajon
El Cajon, CA 92019-2922

Dear Mr./Ms. Cochran:

Thank you for registering for the 2015 CSBA Annual Education Conference and Trade Show. The information below will help you with planning your conference trip to San Diego.

Conference and Registration Location

San Diego Convention Center
111 W. Harbor Drive
San Diego, CA 9210

Onsite Registration Hours

Wednesday, December 2	7:00 a.m. - 6:00 p.m.
Thursday, December 3	7:00 a.m. - 6:00 p.m.
Friday, December 4	7:00 a.m. - 6:00 p.m.
Saturday December 5	7:00 a.m. - Noon

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Co-workers, associates or other family members are not eligible to use the spouse/partner registration category. If this registration category is used by someone other than a spouse/partner, the registrant will be charged a full conference registration fee for that person.

Hotel Information

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Registration Detail

Sheila M. Cochran - This registrant has a balance due

Registration Type: Executive Assistants One Day, Early Registration

8/13/2015

Fwd: Go Math Training - sheila.cochran@dehesasd.net - Dehesa Elementary School District Mail

----- Forwarded message -----

From: **Kathy Granger** <kathy.granger@meusd.k12.ca.us>

Date: Tue, Jul 28, 2015 at 3:39 PM

Subject: Go Math Training

To: Brian Duffy <brian.duffy@iuesd.net>, Nancy Hauer <nancy.hauer@dehesasd.net>, Melissa Brown <melissa.brown@wamerusd.net>

Hi all,

We have scheduled our Go Math training with the HMH consultants on August 20 and 21. The training will be hosted at Pine Valley Middle School (same place as last year). The focus of the training will be:

Collaborative Data Teams® for GO Math! Participants will learn the fundamental steps of the Data Teams process, including the analysis of program embedded assessments, creation of standards-aligned short cycle assessments, and the implementation of effective data-based collaboration—all aligned with GO Math! content. In addition, leaders will gain an understanding of how to implement, monitor and support the Data Teams process within the GO Math! instructional program

You are invited to send your teachers to join us and we will share the cost of the consultant (\$175 per day per participant). just let me know how many and on what days. I am having a phone conference on Friday with the consultant and will any additional info that I get.

Thanks!!

Kathy

—
Kathy Granger, Ed.D.
Superintendent
Mountain Empire Unified School District
3291 Buckman Springs Road
Pine Valley, CA 91962
619.473.9022

LWSD Partner Profile Draft: Dehesa School District

Dehesa School District joined *Live Well San Diego* as a recognized partner on June 25, 2015. Dehesa School District became a *Live Well San Diego* partner by promoting the link between student well-being and learning. Dehesa School District has established a wellness policy, which includes guidelines for health education, nutrition services, physical education and health promotion for staff and students. Their primary students participate in The Green Machine. A day where students rotate to various stations and learn about seed to table agricultural programs. This day teaches students where food comes from, helps them make healthier food choices and gives them a greater understanding of natural systems.

The Dehesa School District continues to demonstrate leadership by adopting the philosophy of college readiness for every student by becoming a “No Excuses University” School in 2013. They formalized their commitment to Six Exceptional Standards and is evident everywhere on campus through inspirational murals and having each classroom adopting a university. Students learn grade level appropriate college vocabulary, ensuring familiarity and fluency with the path to a university. Teachers and staff work collaboratively to also offer parent universities several times a year in which teachers present to parents a variety of helpful topics.

To promote leadership development, Dehesa School District uses the *Character Counts* character education program and teaches students *The 7 Habits of Happy Kids* as a guide for lifelong good habits. Each year the school district does a Kindness Challenge for one week where they encourage students to do a variety of kind acts at school, home, and in their communities. Fourth and Fifth grade students get the opportunity to participate in the Peace Patrol program that patrols primary recess helping students to resolve conflicts peacefully by talking out their problems and helping them come to a mutual solution. In addition they partner with the VFW in Alpine by performing plays and sending cards and letters to Veterans. The Alpine VFW has reciprocated by giving donations to the school. Dehesa School District is committed to continuing its health and leadership development programs that support students, staff and families to create a healthy, safe and thriving community.



Accrediting Commission for Schools Western Association of Schools and Colleges

533 Airport Boulevard, Suite 200 • Burlingame, California 94010
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mail@acsWSC.org • www.acsWSC.org

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Public Member, Hawaii

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Western Catholic Educational Association

BERIT VON POHLE
Pacific Union Conference of Seventh-day Adventists

JOEL WAHLERS
National Lutheran School Accreditation

SOPHIA WAUGH
California Congress of Parents and Teachers, Inc. (PTA)

DORIS YAMASHIRO-TANAKA
Hawaii State Teachers Association

DAVID YOSHIHARA
Association of California School Administrators

June 26, 2015

Ms. Celia Ewing
Assistant Director of Student Services
Dehesa Charter School
1441 Montiel Rd., Suite 143-145
Escondido, CA 92026

Dear Ms. Ewing:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Summer 2015 Commission Meeting. The ACS WASC Commissioners have determined Dehesa Charter School meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the school's report, and the satisfactory completion of the on-site accreditation visit.

It is the decision of the Commission to grant three additional years of accreditation status through June 30, 2018. Your school's next self-study visit will take place in 2018.

Accreditation status is conditioned upon Dehesa Charter School's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. This includes a requirement that an accredited school annually contribute members to participate on visiting committees. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of the accreditation.

The Commission looks forward to Dehesa Charter School's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,

Valene Staley, Ed.D.
Commission Chairperson

cc: Visiting Committee Chairperson
Superintendent

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Lori Wigg
Business Manager

Subject: Monthly Budget Update

Meeting Date: August 20, 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 August 6, 2015)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$355,361
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND	\$127,753
12-06	CHILD DEVELOPMENT FUND	\$8,101
13-00	CAFETERIA SPECIAL REVENUE FUND	\$13,061
14-00	DEFERRED MAINTENANCE FUND	\$107,384
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$477,353
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$67,589
21-39	BUILDING FUND	\$2,975,849
25-19	CAPITAL FACILITIES/SB2068 FUND	\$476,732
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$7,430
	GRAND TOTAL	\$4,616,614

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
Capital Facilities Funds 25-19

8/11/2015

Date			Amount
7/1/2014	Beginning Fund Balance		\$180,620.56
	Interest		\$1,277.58
	Developer Fees		\$2,169.60
	Collections from Negotiated Agreements		\$333,332.66
Total			\$517,400.40
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
4/15/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, March 2015	\$4,622.51
5/6/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, April 2015	\$3,192.67
6/3/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, May 2015	\$3,079.95
7/10/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, June 2015	\$3,022.43
TOTAL CURRENT YEAR EXPENSES			\$46,340.27
TOTAL FUNDS AVAILABLE AS OF 7/15/15			\$471,060.13

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

Dehesa School District
Capital Facilities Funds 25-19

8/11/2015

9/27/2012	Raceway		\$2,050.00
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
TOTAL EXPENDITURES-All Fiscal Years			\$235,299.15

Dehesa School District
Building Fund 21-39

8/11/2015

Date			Expenditure
7/1/2014	Beginning Balance		\$4,190,638.01
	Audit Adjustment		\$46,787.50
	Interest		\$13,549.41
Total			\$4,250,974.92
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
7/9/2015	LL Hendrix	DSA Inspector Fees	\$8,586.00
7/9/2015	Best Best & Krieger	Legal School Facilities Project	\$833.00
7/15/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$150,000.00
7/29/2015	Southern CA Soils and Testing	Construction Testing	\$13,506.50
7/29/2015	Best Best & Krieger	Legal School Facilities Project	\$6,480.80
7/29/2015	Sprotte Watson Architects	Architect Fees	\$3,837.68
TOTAL CURRENT YEAR EXPENSES			\$1,275,126.11
TOTAL FUNDS AVAILABLE AS OF 8/11/15			\$2,975,848.81

Dehesa School District
Building Fund 21-39

8/11/2015

Prior Year Project Expenditures			
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
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
TOTAL EXPENDITURES-All Fiscal Years			\$1,496,774.63

DEHESA SCHOOL DISTRICT

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

From: Wayne Oetken

**Subject: State School Building
Report**

Meeting Date: August 20, 2015

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

The reassembly of the play structure is complete, perimeter concrete curb at the play structure is complete, the placement of the wood fiber is complete. Inspection scheduled for August 19.

Handicap upgrades to the existing restrooms are complete.

Handicap upgrades to the existing Administration parking lot are underway and scheduled for completion next Wednesday August 19, 2015.

The concrete bridge footings and ramp support at the rear of the school are complete. The building footings, slab on grade and structural steel are complete. Wood framing will be complete next week. Lath has begun to make ready for plaster. Building rough-in of plumbing, mechanical and electrical is proceeding.

The Framing was inspected by the Structural Engineer who had nothing but positive things to say about the quality of the building construction to date.

The project is proceeding on schedule and on budget.

Agenda Item #:VI.B.2

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Lori Wigg

Subject: Maintenance Projects

Meeting Date: August 20, 2015

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

Background:

At the July 2015 Board meeting, the Board of Trustees requested a list of pending maintenance projects for the school site. These maintenance projects are in addition to the construction projects that occurred during the summer. This list is in draft form and will be amended to include additional projects as discussed and recommended.

Report:

The project list is attached for your review.

Financial Impact:

NA – For Information Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #:VI.B.4

Maintenance Projects

Stucco Touch Up (Garage Building, Building B)	1,000.00
Dry Rot-MPR	13,698.00
Ac Unit (B-2)	10,000.00
Roofing (Building B, Garage)	80,000.00
Gate (Upgrade Exit Gate Roller)	1,200.00
Bus Circle-Lighting	TBD
Additional Rocks for Drop Off Area	300.00
Security Latches & Door Stops	\$650-\$700
Parking Lot-Slurry Asphalt	6,000.00
Replace Grass by Building F	1,500.00
Purchase Shed for Middle School	5,000.00
Fencing- West side of School	6,000.00
Install Crash Bars on Main Entrance Gates	2,500.00
Door Replacement- Maintenance Garage	1,000.00

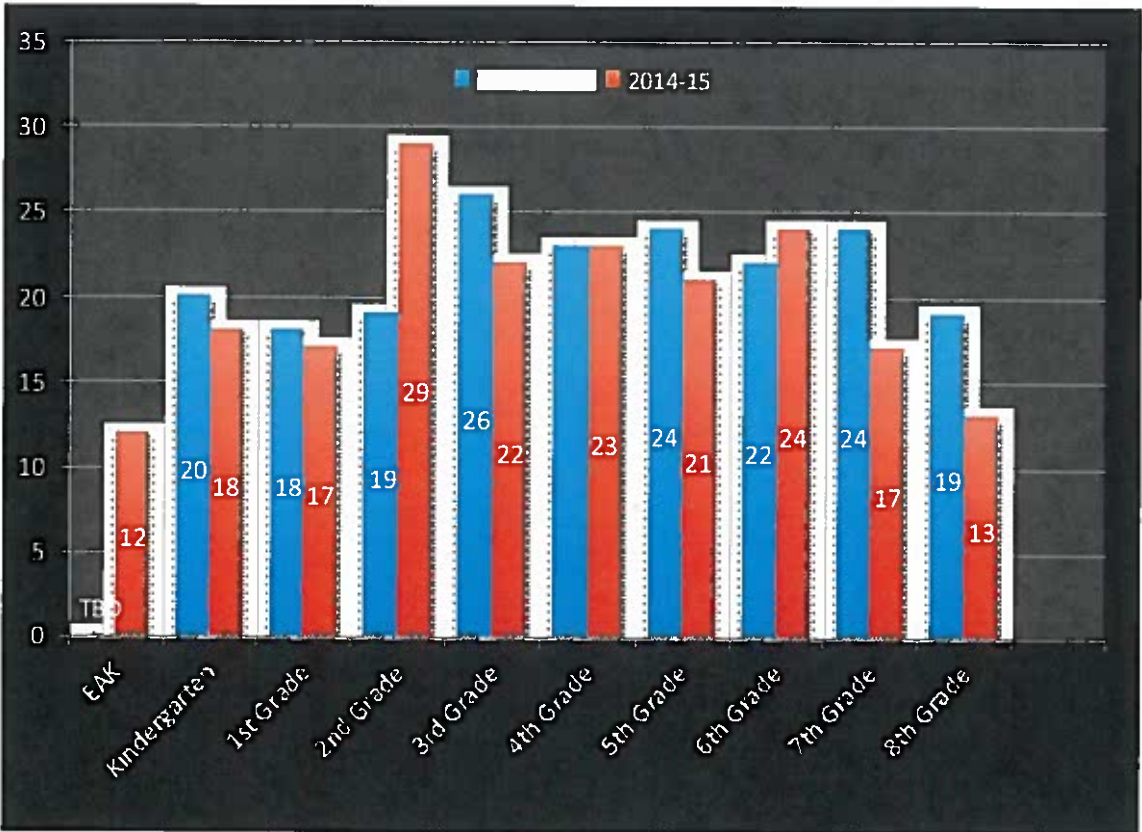
DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Dehesa School Enrollment
as of Aug 20, 2015

- Meeting Date: Aug 20, 2015
- Action
 - First Reading
 - Information
 - Presentation
 - Public Hearing
 - Roll Call Vote Required
 - Discussion

<u>Projected Enrollment</u>	
By Grade Level	
Kindergarten	20
1st Grade	18
2nd Grade	19
3rd Grade	26
4th Grade	23
5th Grade	24
6th Grade	22
7th	24
8th	19
	195

<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
	196



DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Lori Wigg

Subject: California Uniform
Construction Cost
Accounting Act
(CUPCCAA)

Meeting Date: August 20, 2015

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

Background:

The California Uniform Construction Cost Accounting Act authorizes districts to participate in an alternative method for receiving bids for public works projects that will be awarded by contract. Districts can elect to participate in CUPCCAA by formal adoption of a Board Resolution. Administration has prepared the attached fact sheet for purposes of determining whether or not participation in the program would be beneficial to the District.

Report:

Along with the fact sheet, procedures for establishing and maintaining the required list of qualified contractors and a sample contractor registration form is attached.

Financial Impact:

NA – For Information Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #:VI.C.1

California Uniform Public Construction Cost Accounting Act Fact Sheet (CUPCCAA, or more commonly referred to as “Cupcake”)

What is the Uniform Public Construction Cost Accounting Act? A program created in 1983 which allows local agencies to perform public project work up to \$45,000 with its own work force if the agency elects to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission (Commission). The Uniform Public Construction Cost Accounting Act (Act) is enacted under Public Contracts Code Section 22000 through 22045 (hereafter abbreviated as PCC 22000-22045). In addition, the Act provides for alternative bidding procedures when an agency performs public project work by contract. a) Public projects of \$45,000 or less may be performed by negotiated contract or by purchase order (PCC 22032(a)). b) Public projects of \$175,000 or less may be let to contract by the informal procedures set forth in the Act (PCC 22032(b)). c) Public projects of more than \$175,000 shall be let to contract by formal bidding procedures (PCC 22032(c)).

What are the benefits of the program? a) Increased force account limit b) Informal bidding for projects between \$45,001 and \$175,000 which do not require advertising. c) Reduces the number of formal bids. d) Expedited contracting for small projects. Many participants laud the program because it gives them more leeway in the execution of public works projects; has speeded up the awards process; has improved timeliness of the project completion; has eliminated considerable red tape and cumbersome paperwork relative to advertising and filing of reports; and has simplified administration.

Advantages: The current bid limit is \$15,000. The adoption of CUPCCAA increases this limit to \$45,000. In addition, projects between \$45,000 and \$175,000 can be awarded using the informal bidding process as outlined in the act. Projects above \$175,000 would need to follow formal bidding procedures.

Disadvantages: There are additional administrative duties required by the Uniform Public Construction Accounting Act. During November of each year, Districts that have adopted CUPCCAA are required to mail written notices to their designated construction trade journals inviting contractors to formally submit their information to the District for inclusion on the District’s list of qualified bidders. The District shall establish and assemble the list of contractors according to their licensing (earthwork, pipelines, electrical, painting, general building, etc.) The list shall be updated by the District each year in January to include additional contractors that have submitted their information.

Summary: Districts should evaluate their upcoming maintenance projects (along with funding availability), and weigh the additional administrative burdens against the benefits of the higher bid limits. If there are multiple maintenance projects that need to be completed in a single fiscal year, all of which will exceed the \$15,000/year threshold, CUPCCAA makes sense. In larger Districts, \$15,000 projects are frequent and very common. Smaller districts, however, should evaluate their budgetary constraints, along with pending maintenance projects and limited staffing, to determine whether the additional administrative burden outweighs the advantages of participation in the program.

**PROCEDURE FOR ESTABLISHMENT AND MAINTENANCE
OF LIST OF QUALIFIED CONTRACTORS
PER SECTION 22034 OF THE PUBLIC CONTRACT CODE**

1. During November each year, each Public Agency which has elected to become subject to the Uniform Public Construction Cost Accounting Procedures shall mail a written notice to all construction trade journals designated for that Agency under Section 22036, inviting all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders for the following calendar year.
2. The notice shall require that the contractor provide the name and address to which a Notice to Contractors or Proposal should be mailed, a phone number at which the contractor may be reached, the type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.) together with the class of contractor's license(s) held and contractor license number(s).
3. The Public Agency may create a new contractors list starting January 1st of each year. The Agency may include any contractor names it so desires on the list, but the list must include, at a minimum, all contractors who have properly provided the Agency with the information required under #2 above, either during the calendar year in which the list is valid or during November or December of the previous year.

The Commission recommends that the Agency automatically include the names of all contractors who submitted one or more valid bids to the Agency during the preceding calendar year.

4. A contractor may have his firm added to an Agency's contractors list at any time by providing the required information.

NOTE:

There is no exemption to maintaining a list of bidders. PCC 22034 (a) states the public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. If an agency is not maintaining a list or notifying all contractors or trade papers, then they are not in compliance with the Act.

The code states that participating agencies shall adopt an ordinance requiring that a list of all qualified contractors, identified according to categories of work be maintained. It does not require the list to be used. The code requires trade journals and exchanges be used for notification in all cases.

If an agency is using the contractor's list then they must send the notification to all contractors on the list for that category of work and the list must be maintained in accordance with the Manual.

CONTRACTOR REGISTRATION APPLICATION

California Uniform Public Construction Cost

Accounting Act

(Sample)

The Grossmont Union High School District has elected to become subject to the California Uniform Public Construction Cost Accounting Procedures. The District is inviting all licensed contractors to submit information for inclusion on the District's list of qualified bidders for the 2012 calendar year.

This notice requires contractors to provide the following information:

- 1) Company name
- 2) Contact name and mailing address
- 3) Contact phone number, fax number, and email address
- 4) Type of work contractor is interested in performing
- 5) Type of work contractor is licensed to perform
- 6) Contractor's license class and number

Company Name:	Phone No.	Fax No.
Address	Contact Name:	
City, State, Zip	Email Address	
Type of Work	License Classification(s)	License No.

Information should be sent to:

Guiselle Carreon, Director of Purchasing
Grossmont Union High School District
PO Box 1043, La Mesa, CA 91944-1043
Fax: 619-460-0963
E-mail: gcarreon@sdcoe.net

Questions? Call Guiselle at 619-644-8051

The Grossmont Union High School District may create a new contractors list effective January 1st of each year and may include any contractor's name it desires on the contractors list, but must include, at a minimum, all contractors who have properly provided the School District with the required information, either during the calendar year in which the list is valid or during November or December of the prior year. The list will automatically include all contractors who submitted one or more bids to the School District during the preceding year. A contractor may have their firm added to the School District's contractors list at any time by providing the required information.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Guest Teacher Pay Rate

Meeting Date: August 20, 2015

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

Background:

The Dehesa School District currently pays \$110.00 per day for guest teachers (substitutes) and \$125.00 per day for long-term guest teachers. The long-term pay goes into effect after 5 consecutive days of assignment. This rate per day is lower than most other districts. We are fortunate that we have one or two guest teachers who work for us on a regular basis but we are in danger of losing our guest teachers because they can make \$15 - \$30 dollars more per day in other districts.

Report:

Three East County Superintendents have proposed having uniform pay for Alpine, Dehesa, and Mountain Empire. We will put together a pool of substitutes that can service any of these districts and we will all be equitable in pay. The rate of proposed pay is \$115.00 for guest teacher and \$125.00 for long term guest teachers. We will also increase the classification from five days to ten days in a pay period.

Financial Impact:

The financial impact would be a minimum of \$20.00 per month for guest teachers. For guest teachers who exceed ten days of service in a given pay period the cost would not increase, and there would be a cost savings extending the requirement from five days to ten. There will also be additional minimal oversight fees for an Alpine employee to oversee all substitutes.

Student Impact:

Students can be tremendously impacted by having an outstanding guest teacher when their teacher is out. Due to the difficulty of finding qualified guest teachers our students would benefit from consistency within their classrooms.

Recommendation:

Management seeks Governing Board input and final determination regarding guest teacher pay.

Agenda Item #VII.C.1

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Sixth Grade Camp
Contract with Catalina
Island Marine Institute

Meeting Date: August 20, 2015

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

Background:

Traditionally our Dehesa 6th grade students attend Catalina Island Marine Institute Camp in May. The students and parents work hard to earn most of their own money for camp and are very proud of their efforts. Camp is an exciting tradition for our students and helps to build a sense of belonging, team work, cooperation, and independence. While at camp they learn about island ecology, oceanography, marine environments and biology and spend the week kayaking, snorkeling, and exploring.

Traditionally there is always a sleepover in the MPR on the Sunday evening before camp because the bus leaves at 4:30 a.m. in order to get students to Pier Point Landing, Long Beach to catch the Catalina Classic ferry on time.

Report:

All students are scheduled to attend camp this year under the supervision of Mr. Mynor Pinillos 6th grade teacher, and one – three parent volunteers who have yet to be determined.

Financial Impact:

We have attached the contract for 6th grade camp. The contract is for the basic price of camp, but costs will be higher in order to cover the costs of the chaperones, night snorkeling, transportation, and sweatshirts. We will not have the actual final invoice from Catalina Island Marine Institute until students return from camp.

Student Impact:

Reports from former students are that going to camp is an opportunity of a life time and one of the greatest memories students have throughout all of their K – 12 schooling. Administration recommends that the Governing Board approve the contract for 6th grade camp.

Recommendation:

Administration recommends approval of the CIMI contract.

Agenda Item #: VII.C.2

Dehesa Elementary at CIMI Fox Landing
Monday, May 2, 2016 to Friday, May 6, 2016

Return signed contract & deposit by 5/1/2015
Guided Discoveries, Inc.
P.O. Box 1360
Claremont, CA 91711
(909) 625-6194

Group Attending

Dehesa Elementary
4612 Dehesa Rd.
El Cajon, CA 92019
Main Phone: 619-444-2161
Fax: 619-444-2105

Primary Contact: Nancy Hauer
Mobile Phone: 619-540-6204
Email: nancy.hauer@dehesasd.net

Luggage Color: Purple

Trip Logistics

Arrival Date: 5/2/2016

Departure Date: 5/6/2016

FULL DEPOSIT PAYMENT OF \$2,160.00 IS DUE 5/1/2015

Please arrive at Catalina Classic Cruises not later than 8:30 AM for check-in. The boat is scheduled to leave promptly at 9:30 AM. Boats return to Long Beach at approximately 2:30 PM on Sundays, between 3:00-4:00 PM on Wednesdays and between 2:30-3:30 PM on Fridays.

We do our utmost to adhere to the boat schedule, but it is subject to change due to weather and sea conditions and other factors beyond our control.

Please bring a sack lunch for each participant on arrival day.

We require that you bring one adult for each group of 15 students. Those adults are charged half tuition. Additional approved adults are charged full tuition.

Tuition Fee Structure

	Amount	Tuition	Total
Total Reserved Students	25	\$445.00	\$11,125.00
Total Reserved 1/2 Tuition Adults	2	\$222.50	\$445.00
Total Reserved Full Tuition Adults		\$445.00	\$.00
	27		\$11,570.00

The deposit fee for each participant is \$80.00 per person which is non-refundable.

Total deposit due: \$2,160.00

Total due at camp: \$9,410.00

Acceptance

I have read both pages of this contract and understand and agree to all the terms and conditions set forth herein. I certify that I am authorized to enter into this contract on behalf of the group. Please return the signed contract, along with the full deposit, to Guided Discoveries, at the address and by the date at the top of this page. A copy of this contract is as valid as the original.

Signature of Authorized Agent

Date



7/1/2015

Guided Discoveries

Date

Dehesa Elementary at CIMI Fox Landing

Monday, May 2, 2016 to Friday, May 6, 2016

Terms and Conditions

1. Guided Discoveries' Executive Director or designee shall have final authority in all matters concerning the safety and well-being of participants, the facility and the programs of Guided Discoveries, Inc.
2. The group agrees to follow directions of Guided Discoveries staff, to maintain a clean facility and to pay for any damage to property or equipment owned or operated by Guided Discoveries, beyond normal wear and tear.
3. Students are prohibited from smoking while on Guided Discoveries property. Smoking by chaperones is permitted only in designated areas. Alcoholic beverages, illegal drugs, firearms, knives, explosives and weapons of any kind are strictly prohibited. Anyone found with any of these items will be dismissed from the program without refund with transportation the responsibility of the offender, the offender's parent or the group. Pets and animals may not be brought to the facility.
4. Transportation between the mainland and Toyon Bay, Fox Landing and Two Harbors is provided by Catalina Classic Cruises, a third party. If the transportation carrier increases rates, the group will be responsible for the increased cost. Special transportation arrangements may result in additional charges.
5. In the event of cancellation due to fire, rain, flood, riot or other condition or act beyond our control, Guided Discoveries will attempt to reschedule the group. If Guided Discoveries is unable to reschedule the group, half the deposit will be refunded.
6. Groups are generally given the opportunity to rebook equivalent dates the following year, but the rebooking option cannot be guaranteed.
7. If the group is co-ed, adults of each gender must accompany the group.
8. Minimum group size for land based programs is 15 students.
9. This contract may not be assigned or transferred.

Cancellations

More than ninety (90) days in advance of arrival, the group size may be adjusted downward by any amount without penalty. Within ninety (90) days of arrival, the group size may be adjusted downward by up to 5% without penalty. Downward adjustment in group size of more than 5% within 90 days of arrival will result in the loss of a portion of your deposit. We will do our utmost to accommodate increased numbers, but group size may not be adjusted upward without approval from Guided Discoveries. Guided Discoveries cannot guarantee availability beyond your contracted number of participants. All cancellations or requests for adjustments in the number of participants, upward or downward, must be made in writing (fax to 909.625.9977 or email to schools@gdi.org). You may also call 909.625.6194, but phone changes must be followed up in writing. Changes are not effective until confirmed. Your deposit must be paid in full by the date indicated, or your contract will be subject to cancellation. Any cancellation fees imposed by transportation carriers contracted directly by the group, such as bus and airline, will be the responsibility of the group.

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: Technology Needs

Meeting Date: August 20, 2015

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

Background:

When Common Core was initially implemented at the state level each district was given specific funding to assist with the implementation. Dehesa received \$43,207.00 that must specifically be spent on Professional Development, Common Core Materials and/or Technology to support state testing. We reserved the money for technology until after the state testing last spring and to check with other districts to see what they have been purchasing with their funding. With this money we purchased 70 HP Stream Notebooks and storage carts in January, We also purchased the teacher laptops and replaced the server with this funding. We currently need to replace 2 classrooms old Apple computers. (5th, and 6th) grade which were not updated with the January purchase as well as additional computers for 3rd grade because there is more enrollment than the outgoing 8th graders.

Report:

Mr. Dominick Avera, our media technician was given the information about what other districts have purchased and then asked to make a recommendation for Dehesa. He visited several schools, made numerous phone calls, and researched options. He is recommending that we purchase the HP Stream Notebooks for our students.

Financial Impact:

The total costs of 72 HP Stream Notebooks are approximately \$14,276.82, to be paid from the General fund as the Common Core funding has been exhausted.

Student Impact:

POWERFUL

Recommendation:

Administration recommends approval of the HP Stream Notebooks as recommended by Mr. Avera.

Agenda Item #: VII.C.3

Quote details

Quote number: Q395507703

Agent email: john.williamson@hp.com

Ready to purchase? Please call (866) 684-3621 ext 771-4829

Status: Active

Duration: 08/13/15 - 08/21/15

Product name	Qty.	Total
HP Stream - 11-d010nr Laptop SKU:K2L95UA#ABA	72	\$14,399.28 \$ 12,959. 28
Total savings \$1,440.00		
** NOTE: Limited Time Price Reduction		
	Sub-Total	\$ 12,959. 28
	Shipping & handling	Free
	Tax (estimated)	\$ 1,101. 54
	Recycling fee	\$ 216. 00
	Total	\$ 14,276. 82

Shipping

Shipping method:
Standard 3-5 Business Day

Shipping address:
Sheila Cochran Dehesa School District
4612 Dehesa Road
El Cajon CA 92019
[619-444-2161](tel:619-444-2161)

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: Personnel
Recommendations

Meeting Date: August 20, 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 a fifth grade teacher, effective 8/25/15.
2. To hire a Special Day Class teacher, effective 8/25/15.

Classified:

1. To hire a child nutrition coordinator effective 8/25/15.
2. To accept the resignation of our Child Nutrition Coordinator, effective July 23, 2015.
3. To accept the resignation of a six hour, Special Ed Instructional Aide, effective 8/24/15.
4. To accept the resignation of our, Administrative Clerk, effective 8/31.15.

Agenda Item #:VII.F.a-e