



DEHESA SCHOOL DISTRICT
Regular Governing
Board Meeting

AGENDA

July 19, 2016

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 expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

Cindy White -

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

Karl Becker -

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

Christina Becker

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

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 2016.

DEHESA SCHOOL DISTRICT

LOCATION & TIME

CLOSED SESSION - 6:30 p.m.
Dehesa School – Conf Room D4

LOCATION & TIME -

OPEN SESSION - 7:00 p.m.
Dehesa School - MPR

REGULAR GOVERNING BOARD MEETING

JULY 19, 2016

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.

Board of Education agendas and minutes are, by law, public documents. Please note the Dehesa School District posts Board agendas and minutes on the school website; www.dehesasd.net.

I. Call to Order

- A. Public Comment on Closed Session Items.

II. Closed Session

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

III. Public Meeting

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

IV. Requests to Address the Board

A. District/Community Organization Reports

1. Parents' Club – Amy Haisch, President
2. Dehesa Teacher's Association – Presidents Nicole Suetos, 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 Spallino
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. Special Board Meeting – June 27, 2016
 2. Regular Board Meeting – June 28, 2016
- B. Approval of Purchase Orders – 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 San Diego County Speech Pathology Service Inc.
 2. Annual Contact with SDCOE for Library Media Services
- D. Conferences and Workshops – None

VI. Information & Proposals (Action may be taken)

A. Correspondence:

1. Letter from State Architect re: completion of construction

B. Report, Information, and Presentations

1. Budget Report
2. State School Building Report
3. Principal's Report
4. Enrollment
5. Williams Complaint

C. Discussion

VII. Action Items

A. Public Hearings –

None

B. Old Business – None

C. New Business

1. The Board will consider the Vehicle Maintenance Service Agreement with Cajon Valley Union School District
2. The Board will consider Resolution 2016-7-1 Facilities Bond Act.

D. Negotiations –

None

E. Board Policies

None

F. Personnel –

1. To hire a certificated employee effective August 16, 2016.

VIII. Advance Planning

A. Next Meeting

1. Regular Meeting – Thursday, August 18, 2016 at 6:30p.m. Closed Session/7:00p.m. Open Session

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

C. Future Meeting Dates

1. Regular Meeting – August, 2016 at 6:30p.m. Closed Session/7:00p.m. Open Session

IX. Adjournment

DEHESA SCHOOL DISTRICT

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

Meeting Date: July 19, 2016

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

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

Routine Action Items

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

- A. Approval of Minutes – It is recommended that the board of Trustees approve the minutes of the following meetings:
 - 1. Special Board Meeting – June 27, 2016
 - 2. Regular Meeting – June
- B. Approval of Purchase Orders – It is recommended that the Board of Trustees approve the purchase orders as presented.
- C. It is recommended that the Board of Trustees approve the renewal of the following contracts for 2016-17:
 - 1. San Diego County Speech Pathology Service Inc.
 - 2. SDCOE for Library Media Services
- D. Conferences and Workshops – None

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

DEHESA

SCHOOL DISTRICT

SPECIAL GOVERNING BOARD MEETING

June 27, 2016

Unapproved Minutes

- I. **Call To Order:** President Cindy White called the meeting to order at 6:30 am and a quorum was established with Board members being present; Cindy White, Karl Becker, Christina Becker and Derek Voth. Jeff Royal was absent. Also in attendance were Superintendent Nancy Hauer and Business Manager Lori Wigg. Board trustee White led all in the Pledge of Allegiance. The Board adjourned into closed session.
- II. **Closed Session:** The Board reconvened at 6:35 am and reported no action was taken at closed session.
- III. **Public Meeting** President Cindy White opened the Public Hearing at 6:35 am.
 1. **LCAP:** Trustee Christina Becker asked about the public input. Superintendent Hauer responded that there was public input from both certificated and classified staff, and parents at School Site Council and other meetings. Mrs. Becker asked about why we didn't have a counselor. Business Manager Lori Wigg replied that it is not in the current budget. President White closed the public hearing on the LCAP and opened the Public Hearing on the Budget.
 2. **Proposed Budget and Reserves:** Business Manager Lori Wigg discussed the budget and district reserve balances with the Board. Trustee Christina Becker asked questions about the money being transferred into Fund 17. It was clarified by Mrs. Wigg. Trustee Becker also asked about deficit spending in the Child Nutrition Program and ESS. President White asked that the Superintendent look into rates in the area to see if it might be time to increase them. President White closed the public hearing at 6:50 am and the board reconvened into closed session.
- IV. **Closed Session:** The Board reconvened into open session at 7:05 am. President White reported that the results of the survey would be shared with the administrative team and discussed at the July meeting.

- VI. Next Meeting:** June 28, 2016 with closed session at 6:00 and open session at 7:00 pm.
- VII. Adjournment:** The meeting was adjourned at 7:08 am.

Respectfully submitted by:

Approved by:

Nancy Hauer
Superintendent

Christina Becker
Clerk of the Board

DEHESA

SCHOOL DISTRICT

REGULAR GOVERNING BOARD MEETING

June 28, 2016

Minutes

- I. **Call to Order:** President Cindy White called the meeting to order at 6:00 and the Board convened into Closed session.
- II. **Closed Session**
- III. **Public Meeting:** The Board reconvened at 7:20 pm and President White called the meeting to order and stated no action was taken in closed session. A quorum was established with members being present: Cindy White, Karl Becker and Christina Becker. Jeff Royal and Derek Voth were absent. Karl Becker led all in the Pledge of Allegiance. Lori Wigg asked that Action Item C.4 be moved up to the first Action Item because the LCAP needs to be approved before the budget. Karl Becker made a motion to approve the agenda with the change, seconded by Christina Becker. Board approved the agenda as follows:
Ayes: Cindy White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- IV. **Requests to Address the Board**
 - A.1 Parents Club: No report
 - A.2. Dehesa Teachers Association – No report
 - A.3. No report
 - A. 4 Element Education – Nancy Hauer attended the graduation for Dehesa Charter on June 18th and said it was beautifully done. Each educational facilitator spoke about their graduate individually and there were 37 graduating. Their enrollment is at 1048 with a less than a 1% drop out rate. Community Montessori currently has an enrollment of 481. My Element Preschool enrollment is at 36.
 - A.5 Diego Hills – 200 Students graduated at a beautiful ceremony on June 6th at the Organ Pavilion in Balboa Park. This is the first year that they had two graduations, one for Diego Hills and one for Valley and Springs. They will probably have three graduations next year due to growth.
 - A.6 The Heights Charter – They had 21 8th graders graduate on June 3rd. They are pleased that their litigation is over.
 - A.7 Inspire Charter School – Nick Nichols is currently attending the National Charter conference in Nashville. They will be having an all staff retreat in Indian Wells.

A.8 Method Schools – Currently have 1463 enrolled in their summer program. Jessica is planning on coming to our August Board meeting to update us.

A.9 Mosaica Charter – Still at 27 ADA. We just received their LCAP.

A.10 Citizen Input – None

B. Board Input: Trustee Christina Becker said the graduation she attended was very nice. She also shared that the trainings upcoming for staff look very beneficial.

V. Routine Action Items: Karl Becker made a motion to approve the routine action items, seconded by Christina Becker. Vote as follows:

Ayes: Cindy White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Nathan Voth

Abstain: None

VI. A. Correspondence: Superintendent reviewed the correspondence.

B.1 Budget Report: Business Manager shared that she will review everything during the Budget Action Item on the agenda.

B.2 State School Building Report: Still waiting for the Conference Room furniture. Business manager working with the County on the shade structure and admin reconfiguration of the office.

B.3 Principal's Report Tamara Ripke shared that she has been very busy working with LCAP and getting the proper input. There was a workshop today for K-5 teachers to review the pilot ELA program with Benchmark. The NEU leadership Conference is coming up in July and she is deciding which other teacher to take. She is excited about an upcoming motivational speaker Jeff Williams (retired Navy Seal) coming on August 19th to speak with all the staff and invited any Board members who would like to attend. His focus will be on collaboration, teamwork and communication. Much of her time has been spent on SARB, one student in particular that has required several court appearances. The CAASP results for student testing just came in and will be mailed out to parents. Tamara will review all the data and present information to the Board at a future meeting. Tamara, Jholei, and Mynor attended a three-day institute through SDCOE last week. The focus was on John Hattie's work. They are excited to bring the information back to the staff. The staff is schedule to discuss and update the school mission and vision. The Board asked questions regarding the weekly staff development days for this upcoming year and principal shared her ideas. President White mentioned D.A.R.E that we had many years back and to look into it to see if that is something we should pursue.

B.4 Enrollment: Superintendent shared that it is down two from last month. Discussion by Board regarding dropping enrollment and possible causes and possible solutions.

C. Discussion - Suggestion by Board to pursue more enrichment classes as well as more structure for student care. President White asked that anything put on Marquis be approved by Principal first and to always stay positive.

VII. Action Items

A. Public Hearings: None

B. Old Business: None

C. New Business:

4 Local Control Plan: Karl Becker motioned and Christina Becker seconded. Discussion by Board members, Principal, Superintendent and Business Manager.

Vote as follows:

Ayes: Cynthia White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

2 Intra Budget Transfer Resolution 2016-1-1. Karl Becker motioned and Christina Becker seconded. Discussion and Vote as follows:

Ayes: Cynthia White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

3 EPA Resolution: Karl Becker motioned and Christina Becker seconded. Discussion and vote as follows:

Ayes: Cynthia White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

- 1 Proposed Budget for 2016/2017:** Motion made by Karl Becker, seconded by Christina Becker. Business Manager, Lori Wigg presented the Board with a Power Point print out and reviewed all areas of the budget. Discussion by Board members on possible changes with cafeteria and student care and ways to help our revenue. Ms. Wigg answered questions from the Board. Vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- 2 Inspire Charter Revision:** Motion made by Karl Becker, seconded by Christina Becker. Discussion followed. Superintendent shared that she hopes to have the MOU for Inspire Charter soon but needs to be reviewed by our attorney first. Vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- 3 Consolidated Application Reporting System:** Motion made by Karl Becker, seconded by Christina Becker. No discussion, vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- 4 Partnership Agreement with SDCOE and Circles of Equity:** Motion made by Karl Becker and seconded by Christina Becker. Mrs. Hauer shared that this was a new item being offered by the County and would be shared with our Title VII committee. Discussion and vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None

- 5 Program Specialist Agreement:** Motion made by Karl Becker and seconded by Christina Becker. Superintendent shared that Deborah Burke has done a fabulous job and we are fortunate to have her. Vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- 6 Agreement for Legal Services with Hatch & Cesario, Attorneys at Law:** Motion made by Karl Becker and seconded by Christina Becker. Superintendent shared that this was a change from our former attorney and they would be handling our Special Ed issues. Their rates are very reasonable. Vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- 10. Purchase of Van for Child Nutrition Department:** Motion made by Karl Becker and seconded by Cindy White. Discussion followed with questions regarding if we needed the Golden Boy mobility lift or if a Tommy lift would be better for picking up the food with. Business Manager confirmed that we do have a bus with a lift if we have a student with a wheel chair. Trustee Christina Becker said she felt a Tommy lift would be less money and work much better for our needs. Karl Becker amended the motion to be purchasing a van from the State of California's Pricing contract and then look into having a Tommy lift added to it with the total price not to exceed \$42,000. Cindy White seconded the amended motion. Vote as follows:
Ayes: Cynthia White, Karl Becker, and Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None
- D. Negotiations:** None
- E. Board Policies:** None
- F. Personnel:** Motion made by Cindy White and seconded by Christina Becker. No discussion and vote as follows:
Ayes: Cynthia White, Karl Becker, Christina Becker
Nays: None
Absent: Jeff Royal, Derek Voth
Abstain: None

VIII. Advance Planning:

A. Next Meeting:

1. Regular Meeting is set for Tuesday, July 19 2016 at 6:30 pm. Closed session will be at 6:30p.m. with open session at 7:00 pm.

B. Agenda Items – per request of Board members.

- C. Future Meeting Dates: August 18, 2016 with closed session at 6:30 and open Session at 7:00.

IX. Adjournment: Meeting was adjourned at 8:35.

Respectfully submitted and approved by:

Sheila Cochran
Administrative Secretary

Christina Becker
Clerk of the Board

PURCHASE ORDERS June 2016

DATE	PO NUMBER	VENDOR	Description	AMOUNT	BUDGET CATEGORY
6/1/2016	6812	Linda Mood Bell	2 day Conference-Daniels	679.00	Special Ed
6/2/2016	6813	A1 Live Scan	Finger Printing	19.00	General-Admin
6/2/2016	6814	Tire Centers	Bus Tires	510.05	Transportation
6/2/2016	6815	Fed Ex	Various Mailings	58.56	General-Admin
6/2/2016	6816	Dehesa School	Student Care	100.00	Student Care
6/2/2016	6817	Fred Pryor	Security conf-Brandy K.	149.00	General-School Admin
6/2/2016	6818	AVAYA-Telephone	Yearly Maintenance	722.16	General-Operations
6/2/2016	6819	A-Z Bus Sales	Bus Parts	381.74	Transportation
6/2/2016	6820	Amazon	Computer Screen	49.22	General-Instruction
6/2/2016	6821	NVLS	E-rate services	750.00	General-Operations
6/3/2016	6824	SYSCO	ESS Snacks	375.76	Student Care
6/3/2016	6825	SDCOE	Conf Ripke	50.00	General-School Admin
6/3/2016	6826	No Excuses University	Conf Alex/Ripke/Griggs	1,485.00	Title II
6/3/2016	6827	World Bridge	Phone Problem	130.00	General-Operations
6/7/2016	6828	Masons	Blower Repair	167.82	Maintenance/Operations
6/7/2016	6829	Uline	Jars for Money	50.10	General-Instruction
6/7/2016	6830	Wave Link	Repair Internet	315.00	General-Operations
6/8/2016	6831	CASBO	Absence Manual	32.40	General-Admin
6/8/2016	6832	East County Californian	Publication	87.50	General-Admin
6/8/2016	6833	Lynn's Locksmith	Keys Made	34.99	Maintenance/Operations
6/8/2016	6834	P.A.C.	Air Cond Repair	300.00	Maintenance
6/8/2016	6835	CSBA	Policy Workshop	3,010.00	General-Admin
6/8/2016	6836	Wilkinson Hadley king	Annual Audit-Progress Pmt	1,100.00	General-Admin
6/6/2016	6837	CAASP	ID Testing Labels	Open Ended	General-Instruction
6/15/2016	6839	NWEA	Renewal	2,425.00	General-Instruction

2016-2017
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
Special Education Department

**San Diego County Nonpublic Master Contract
Main Document**

2016-2017

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Directions:

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- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2016-2017
Nonpublic
Master Contract
Main Document



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

**San Diego County Nonpublic Master Contract
Main Document**

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**San Diego County Nonpublic Master Contract
Main Document**

2016-2017

**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2016/2017

This Master Contract is made and entered into

this 6th day of June, 2016 between the

Dehesa School District, 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."

**San Diego County Nonpublic Master Contract
Main Document**

2016-2017

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 the Master Contract consists of (the 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/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) 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 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference 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.

1.3 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.

1.4 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 will notify the LEA immediately. 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 Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

**San Diego County Nonpublic Master Contract
Main Document**

2016-2017

1.5 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.

1.6 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 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.

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 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, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws 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) 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;

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- (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 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (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. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. 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.
- (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.

1.8 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.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 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 its 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:

Dr. Ed Thile Director
Name/Title

San Diego County Speech Pathology Services Inc.
Nonpublic School

411 Camino Del Rir So. Ste 101
Address

San Diego CA 92108
City State Zip

(619) 574-8181
Phone

(619) 574-0802
Facsimile

speechpath@county-speech.com
Email Address

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2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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).

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 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.

2.10 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.

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b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

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

2.11 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.

2.12 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.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA).

2.14 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.

2.15 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).

2.16 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

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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.

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.

2.17 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.

2.18 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.

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2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

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 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.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

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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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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.

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 training and 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.

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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.

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 the 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 the 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.

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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 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.

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Main Document**

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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 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.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2016-2017, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. 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 08/21/16 and terminates at 5:00 p.m. on 06/30/17 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

[Signature]
Authorized Representative Signature

DATE: 6-9-16

Dr. Ed Thite Director
(Type) Name and Title



APPROVED AS TO FORM:

SELPA DIRECTOR

[Signature]
Authorized Representative Signature

DATE: 6/20/16

Heather Difede SELPA Director
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

2016-2017
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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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2016/2017

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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APPENDIX B: AGENCIES
2016-2017

- 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: San Diego County Speech Pathology Services Inc

The CONTRACTOR NUMBER: 1A-37-162

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$75.00</u>	<u>hourly</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u>\$50.00</u>	<u>hourly</u>
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness Preparation (820)</u>	_____	_____
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	_____	_____
<u>Career Awareness (840)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Agency Linkages (referral and placement) (865)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900) Music Therapy</u>	_____	_____
<u>Other (900) Vision Therapy</u>	_____	_____
<u>Transportation – Emergency b. Transportation –Parent</u>	_____	_____
<u>Bus Passes</u>	_____	_____
<u>Professional Development</u>	_____	_____

NOTES: _____

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2016-2017

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency



Authorized Representative Signature

DATE: 6-9-16

Dr. Ed Thile Director
(Type) Name and Title



APPROVED AS TO FORM:

SELPA DIRECTOR



Authorized Representative Signature

DATE: 6/20/16

Heather Difede SELPA Director
(Type) Name and Title



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 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

Date

Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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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 / 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				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

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				
Health and Nursing Services Other - RN (436)							
Health and Nursing Services Other - CRN (436)							
Health and Nursing Services Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)							
Occupational Therapy - Certified OT Assistant (450)							
Occupational Therapy - Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services - Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities - Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services - Assessment (710)							
Interpreter Services (715)							

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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				
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							

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				
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b Transportation-Parent							
Bus Passes							
Professional Development							

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)

**San Diego County Superintendent of Schools
Agreement for Library Media Services**

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

COUNTY SERVICES

1. County will provide the district staff and student subscription service to the San Diego County Office of Education California Streaming online resource.
 - a) County will provide customized professional development for library staff and teachers to utilize the San Diego County Office of Education California Streaming online resource.
 - b) County will provide the California Streaming logo to the district for use as an electronic link available for use on district and school site websites.
 - c) The vendor contract stipulates that upon termination of this subscription service, all downloaded materials that have been accessed through the resources by staff and students must be erased. This includes videos, instructional materials, images, audio clips and information obtained from, associated with or inside your district's California Streaming accounts.
2. County will provide 5 San Diego County Board of Education adopted standards aligned library books per month to the branch library for 8 months beginning September 2016. The books become the property of the district.
 - a) The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.
 - b) County will provide San Diego County Board of Education approved book lists (grades K-8).
3. County will provide to the District book sets and multimedia kit services which includes: Class Sets of Books (PreK-8th grade); Models and Exhibits; Big Books in English and Spanish; Literature Enrichment Kits (10-15 books per set); Read-along Listening Centers; Reading Rainbow Kits; Topic Kits; VHS's and DVD's.

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES

(2015-16 student enrollment reported by Dataquest, CDE = 191)

1. District will assign a representative to serve as liaison between the County and the District who shall be responsible for determining matters relative to service under this agreement.
2. District agrees not to post, email, transmit or otherwise make publically available your confidential site usernames and passwords.
3. District agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of, use of, or access to California Streaming.

4. In order to establish accurate district accounts, the District will notify the County of any staffing changes, including first name, last name, title or school site, and e-mail address. Questions may be directed to Library Media Services (619) 718-4983.
5. For subscription access to our Library Media Services Tier 3, California Streaming, and customized professional development the District will pay to the County the rate of \$2.655 per CDE reported student enrollment (\$2.95 less a 10% discount). $191 \times \$2.655 = \507.11 .
6. For the delivery of San Diego County Board of Education adopted standards aligned library books, Librarian of Record services, and consultation and/or in-service training for the library staff, the District will pay to the County the rate of \$825.22 (\$916.91 less 10% discount), per school site (1) for (8) shipments of 5 books. $1 \times \$825.22 = \825.22 .
7. The District has the option to checkout Class Book Sets and Multimedia Kits, having already paid the start-up fee for this online booking service in the past. The District will pay to the County the rate of \$8.00 per Book Set checkout and \$2.00 per Kit and Read-along checkout.

For the California Streaming subscription, Librarian of Record and Library Book Delivery services, and Book Sets and Kits, the District will pay to the County the total amount of \$1,332.22, payable upon receipt of invoice

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

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

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2016 through June 30, 2017.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

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

Jonathan Hunt
 County Schools Librarian
 San Diego County Office of Education
 Library Media Services
 5304 Metro Street, Suite C
 San Diego, CA 92110
 619 718-4984
jonathan.hunt@sdcoe.net

District Tech Representative

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

District Contact for Staff Email Lists

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

HOLD HARMLESS

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

GOVERNING LAW/VENUE SAN DIEGO

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

FINAL APPROVAL

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

ENTIRE AGREEMENT

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

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By _____
(Authorized Signature)

Lora Duzyk
Name

Assistant Superintendent, Business Services
Title

Date

DEHESA SCHOOL DISTRICT

By Nancy Hauer
(Authorized Signature)

Nancy Hauer
Name

Superintendent
Title

6-29-16
Date

95-6000-988
Federal I.D. Number



June 16, 2016

Certification of Compliance

Mr. Robert Chrisman
Dehesa School District
4612 Dehesa Road
El Cajon, CA 92019

Project: DEHESA ELEMENTARY SCHOOL
Application #: 04-113540
File Id #: 37-17
Scope: Construction of: 1-Classroom Building 1; Alterations to: 1-Administration Building A (A#50205)/Fire Alarm Upgrade, 1-Classroom Building B (A#42530)/Restroom Upgrade

Dear Mr. Robert Chrisman:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Chester "Chet" Widom, FAIA
State Architect
Division of the State Architect
CW: nr

cc:
Director of Facilities
Architect/Engineer - Patricia Sprotte
File
Reading

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Lori Wigg
Business Manager

Subject: Monthly Budget Update

Meeting Date: July 19, 2016

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

Background:

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

Report:

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

Financial Impact:

NA – For Informational Purposes Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #:VI.B.1

Dehesa School District

Fund Balances

(Cash in County Treasury as of July 12, 2016)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$839,835
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND	\$128,306
12-06	CHILD DEVELOPMENT FUND	\$11,740
13-00	CAFETERIA SPECIAL REVENUE FUND	\$19,276
14-00	DEFERRED MAINTENANCE FUND	\$101,652
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	478,796
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$67,882
21-39	BUILDING FUND	\$336,020
25-19	CAPITAL FACILITIES/SB2068 FUND	\$131,243
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$7,462
	GRAND TOTAL	\$2,122,212

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

Dehesa School District
Building Fund 21-39

7/12/2016

Date			Expenditure
7/1/2015	Beginning Balance		\$2,979,686.49
	StormWater Reimb		\$559.00
	Interest (Q1-Q3)		\$8,397.57
Total			\$2,988,643.06
Payment Date	Service Provider	Services Performed	Amount
7/29/2015	Sprotte Watson Architects	Architect Fees	\$3,837.68
8/20/2015	LL Hendrix	DSA Inspector Fees	\$5,103.00
8/21/2015	Best Best & Krieger	Legal School Facilities Project	\$2,989.47
8/24/2015	Sprotte Watson Architects	Architect Fees	\$9,275.31
8/24/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$150,000.00
9/1/2015	LL Hendrix	DSA Inspector Fees	\$8,343.00
9/24/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$150,000.00
9/24/2015	Sprotte Watson Architects	Architect Fees	\$1,976.47
9/30/2015	LL Hendrix	DSA Inspector Fees	\$12,960.00
9/30/2015	Southern CA Soils and Testing	Construction Testing	\$22,098.50
9/30/2015	Best Best & Krieger	Legal School Facilities Project	\$5,975.91
11/5/2015	Southern CA Soils and Testing	Construction Testing	\$11,796.00
11/6/2015	LL Hendrix	DSA Inspector Fees	\$14,256.00
11/6/2015	Sprotte Watson Architects	Architect Fees	\$10,342.65
11/13/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$1,050,000.00
11/30/2015	Best Best & Krieger	Legal School Facilities Project	\$11,053.41
12/11/2015	Sprotte Watson Architects	Architect Fees	\$7,076.55
12/11/2015	LL Hendrix	DSA Inspector Fees	\$11,471.00
12/11/2016	Southern CA Soils and Testing	Construction Testing	\$1,158.00
12/16/2015	West Coast Air	Construction Contract-Lease-Lease Back	\$150,000.00
12/17/2015	Best Best & Krieger	Legal School Facilities Project	\$3,518.22
12/17/2015	WorldBridge Technologies	Phone & Data Installation	\$21,755.00
12/29/2015	Pathway Communications	Technology Cabling & Infrastructure	\$18,896.26
12/30/2015	Southern CA Soils and Testing	Construction Testing	\$1,366.75
12/30/2015	Sprotte Watson Architects	Architect Fees	\$3,266.10
12/30/2015	Western Environmental	Asbestos Testing-Kinder Roof	\$750.00
1/4/2016	LL Hendrix	DSA Inspector Fees	\$14,175.00
1/4/2016	Sprotte Watson Architects	Architect Fees	\$3,810.45
1/27/2016	West Coast Air	Construction Contract-Lease-Lease Back	\$150,000.00
1/28/2016	Southern CA Soils and Testing	Construction Testing	\$2,460.50
1/28/2016	WorldBridge Technologies	Phone & Data Installation	\$19,990.38
1/29/2016	Best Best & Krieger	Legal School Facilities Project	\$6,342.30
1/29/2016	LL Hendrix	DSA Inspector Fees	\$10,890.00
2/5/2016	West Coast Air	Construction Contract-Lease-Lease Back	\$150,000.00
2/8/2016	Sprotte Watson Architects	Architect Fees	\$1,633.05
2/9/2016	Best Best & Krieger	Legal School Facilities Project	\$2,332.80
2/11/2016	WorldBridge Technologies	Phone & Data Installation	\$625.25
2/22/2016	Dimension Data	Data Connection Conversion	\$1,554.00
2/22/2016	VotoCall	Phone System	\$467.50

Dehesa School District
Building Fund 21-39

7/12/2016

3/2/2016	West Coast Air	Construction Contract-Lease-Lease Back-March	\$150,000.00
3/9/2016	Sprotte Watson Architects	Architect Fees	\$1,088.70
3/10/2016	Best Best & Krieger	Legal School Facilities Project	\$321.12
3/16/2016	WorldBridge Technologies	Phone & Data Installation	\$2,197.12
3/17/2016	Southern CA Soils and Testing	Construction Testing	\$2,310.25
3/17/2016	Wilkinson & Hadley	Bond Audit	\$3,200.00
3/18/2016	Best Best & Krieger	Legal School Facilities Project	\$145.00
3/28/2016	West Coast Air	Construction Contract-Lease-Lease Back-April	\$150,000.00
5/6/2016	West Coast Air	Construction Contract-Lease-Lease Back-March	\$100,000.00
6/2/2016	Culver Newlin	Furniture	\$56,872.66
6/3/2016	Sprotte Watson	Architect Fees	\$2,578.50
6/6/2016	Southern CA Soils and Testing		\$592.00
6/7/2016	DSA	Division of State Architect fees	\$2,567.00
6/7/2016	West Coast Air	Construction- Lease-Lease Back	\$136,771.00
6/8/2016	Sprotte Watson Architects	Architect Fees	\$229.20
6/13/2016	California Department of Ed	Plan Check fees	\$4,378.34
TOTAL CURRENT YEAR EXPENSES			\$2,666,797.40
TOTAL FUNDS AVAILABLE AS OF 7/12/16			\$321,845.66
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
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

Dehesa School District
Building Fund 21-39

7/12/2016

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
Total Prior Year Expenditures			\$1,676,180.93
TOTAL EXPENDITURES-All Fiscal Years			\$4,342,978.33

Dehesa School District
Capital Facilities Funds 25-19

7/12/2016

Date		Amount	
7/1/2015	Beginning Fund Balance	\$477,352.93	
	Interest (Q1-Q3)	\$2,187.33	
	Developer Fees	\$166,667.34	
	Collections from Negotiated Agreements		
Total		\$646,207.60	
Payment Date	Service Provider	Services Performed	Amount
8/25/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, July 2015	\$3,069.02
9/23/2015	G Wayne Oetken & Assoc	Consulting Services-Final Payment, Funding application Contract	\$4,800.00
9/30/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, August 2015	\$1,562.12
11/2/2015	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, September 2015	\$3,077.65
3/9/2016	G Wayne Oetken & Assoc	Consulting Services- Hourly Billing	\$2,456.22
5/6/2016	West Coast Air	Lease-Lease Back Payment	\$500,000.00
TOTAL CURRENT YEAR EXPENSES			\$514,965.01
TOTAL FUNDS AVAILABLE AS OF 7/12/16			\$131,242.59

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

Dehesa School District
Capital Facilities Funds 25-19

7/12/2016

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
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 Prior Year Expenditures			\$238,321.58
TOTAL EXPENDITURES-All Fiscal Years			\$753,286.59

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Dehesa School Enrollment
as of July 19, 2016

- Meeting Date: July 19, 2016
- Action
 - First Reading
 - Information
 - Presentation
 - Public Hearing
 - Roll Call Vote Required
 - Discussion

Projected Enrollment

By Grade Level

Kindergarten.....	16
1st Grade	18
2nd Grade	14
3rd Grade	19
4th Grade	19
5th Grade	24
6th Grade	20
7th	15
8th	20
165	

End-of-the-Year Enrollment

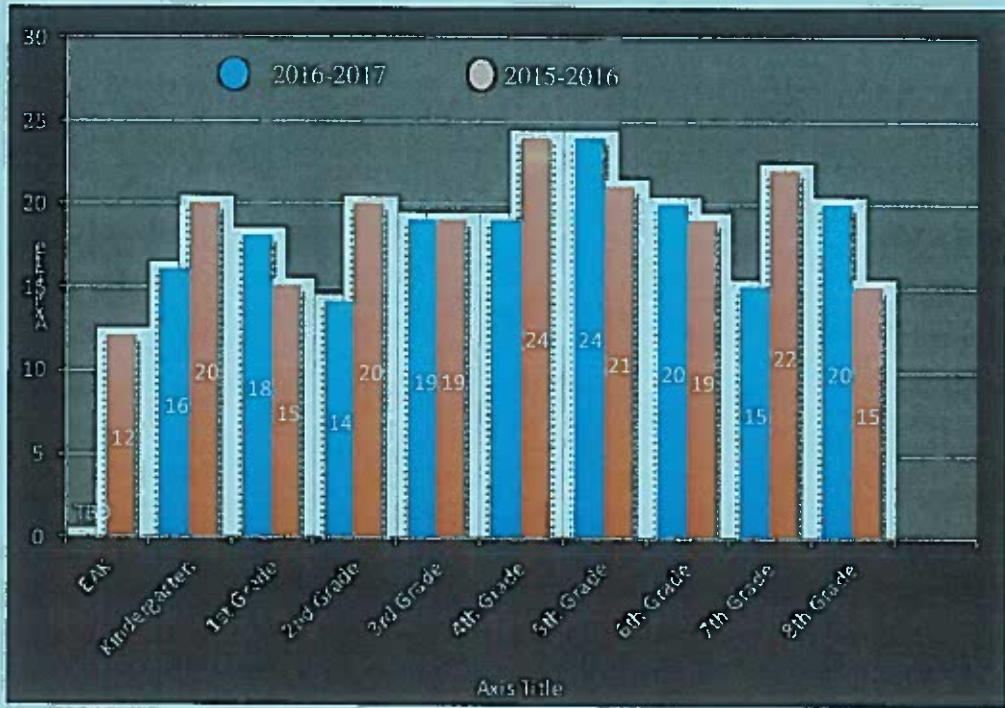
By Grade Level

EAK.....	12
Kindergarten	20
1st Grade	15
2nd Grade	20
3rd Grade.....	19
4th Grade	24
5th Grade	21
6th Grade	19
7th.....	22
8th.....	15
187	

Inter District Transfers

Students who live in our District but attend a different school
26

Students who live in another district but attend our school
67



DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Williams Quarterly
Complaint Report

Meeting Date: July 19, 2016

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

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

Report: We received no complaints during the third quarter of 2016 in the areas which are addressed by the Williams Settlement.

Financial Impact: None

Student Impact: None

Agenda Item #: VI.B.5

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

You are Logged on with District access.

User ID: 68049		Found 46 records.											
Year and Quarter	Instructional Materials			Facilities			Teacher Vacancy Misassignment			Totals			
Year Qtr	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Received	Resolved	Unresolved	Locked
2005 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2005 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2005 3rd Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2005 4th Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 3rd Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2006 4th Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007 1st Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007 2nd Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007-08 1st Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007-08 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007-08 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2007-08 4th Qtr Apr-Jun	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2008-09 1st Qtr Jul-Sep	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2008-09 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	0	0	0	0	Yes
2008-	0	0	0	0	0	0	0	0	0	0	0	0	Yes

09 3rd Qtr Jan- Mar										
2008- 09 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	0	Yes
2009- 10 1st Qtr Jul- Sep	0	0	0	0	0	0	0	0	0	Yes
2009- 10 2nd Qtr Oct- Dec	0	0	0	0	0	0	0	0	0	Yes
2009- 10 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	0	Yes
2009- 10 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	0	Yes
2010- 11 1st Qtr Jul- Sep	0	0	0	0	0	0	0	0	0	Yes
2010- 11 2nd Qtr Oct- Dec	0	0	0	0	0	0	0	0	0	Yes
2010- 11 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	0	Yes
2010- 11 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	0	Yes
2011- 12 1st Qtr Jul- Sep	0	0	0	0	0	0	0	0	0	Yes
2011- 12 2nd Qtr Oct- Dec	0	0	0	0	0	0	0	0	0	Yes
2011- 12 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	0	Yes
2011- 12 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	0	Yes
2012- 13 1st Qtr Jul- Sep	0	0	0	0	0	0	0	0	0	Yes
2012- 13 2nd Qtr Oct- Dec	0	0	0	0	0	0	0	0	0	Yes
2012- 13 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	0	Yes
2012- 13 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	0	Yes
2013- 14 1st Qtr Jul- Sep	0	0	0	0	0	0	0	0	0	Yes
2013-	0	0	0	0	0	0	0	0	0	Yes

14 2nd Qtr Oct- Dec									
2013- 14 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	Yes
2013- 14 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	Yes
2014- 15 1st Qtr Jul- Sep	0	0	0	0	0	0	0	0	Yes
2014- 15 2nd Qtr Oct- Dec	0	0	0	0	0	0	0	0	Yes
2014- 15 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	Yes
2014- 15 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	Yes
2015- 16 1st Qtr July - Sept	0	0	0	0	0	0	0	0	Yes
2015- 16 2nd Qtr Oct- Dec	0	0	0	0	0	0	0	0	Yes
2015- 16 3rd Qtr Jan- Mar	0	0	0	0	0	0	0	0	Yes
2015- 16 4th Qtr Apr- Jun	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	

Add a New Quarter Record

Select a date for Change or Delete

Main Menu

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DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Lori Wigg

Subject: Cajon Valley Union School
District Vehicle
Maintenance Agreement

Meeting Date: July 19, 2016

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

Background:

Dehesa School District has contracted with Cajon Valley Union School District for vehicle maintenance in prior years.

Report:

The agreement for vehicle maintenance between Dehesa School District and Cajon Valley Union School District would continue for another two school years (2016/18). There are additional costs as the previous Rate Sheet had remained unchanged from 2013/14. The new rates increases are labor 10.00 per hour. (65.00/75.00). Overtime 15.00 increase per hour (97.50/112.50). Emergency overtime 20.00 per hour increase (130.00/150.00)

Financial Impact:

Marginal increased costs for the District

Student Impact:

It is imperative for student safety that they be transported in safe and well maintained vehicles.

Recommendation:

Administration recommends approval of the Vehicle Maintenance Agreement between Dehesa School District and the Cajon Valley Union School District.

Agenda Item #: VII.C.1

**AGREEMENT
VEHICLE MAINTENANCE SERVICE
BETWEEN CAJON VALLEY UNION SCHOOL DISTRICT
AND THE DEHESA SCHOOL DISTRICT**

THIS AGREEMENT entered into between the Cajon Valley Union School District of San Diego, California, hereinafter called "Cajon Valley" and the Dehesa School District of San Diego, California, hereinafter called "Dehesa".

WITNESSETH

WHEREAS, Cajon Valley and Dehesa are mutually interested in and concerned with the provision of adequate transportation services, and

WHEREAS, Cajon Valley has personnel, equipment and other required facilities under its jurisdiction suitable for vehicle maintenance and repair of equipment within their resources, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

Dehesa shall maintain Public Liability and Property Damage Insurance to protect them and Cajon Valley from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:	\$1,000,000 per occurrence
Commercial General Liability	\$3,000,000 aggregate
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate

Dehesa shall file, with Cajon Valley, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the Cajon Valley Union School District as an additional Insured.

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws.

Dehesa hereby indemnifies, defends, and holds harmless Cajon Valley, 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 Dehesa, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Cajon Valley hereby indemnifies, defends, and holds harmless Dehesa, 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 District, its employees, agents subcontractors, independent contractors, consultants, or other representatives.

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

B. DISPUTE RESOLUTION:

Any disputes concerning terms and conditions of this Agreement or performance thereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

C. TERMS AND CONDITIONS REGARDING REPAIR AND MAINTENANCE SERVICES FOR DEHESA:

Cajon Valley shall provide to Dehesa School District vehicle maintenance and repair, in accordance with applicable Department of Motor Vehicle codes, at Cajon Valley's facilities, unless it is more feasible to perform work at Dehesa, subject to the following:

1. Dehesa has the responsibility to notify the Cajon Valley Lead Mechanic of all repairs and maintenance that need to be done.
2. Cajon Valley shall perform all 45 day/3000 mile inspections at Dehesa's facilities, unless it is more feasible to perform that work at Cajon Valley.
3. Cajon Valley shall perform all minor/major repairs and maintenance as follows
 - a. Vehicle Inspections
 - b. Tune-ups
 - c. Electrical systems
 - d. Transmissions
 - e. Cooling systems
 - f. Steering system
 - g. Front and rear brakes
 - h. Tire Services (not including mounting & dismounting)
 - i. Other – as agreeable between Cajon Valley and Dehesa

4. Cajon Valley shall be responsible for maintaining vehicle repairs records as required by the State of California Motor Carrier and the State Ed Code.
5. Before any major engine, transmission, differential or other component repairs, Cajon Valley shall notify and make recommendation to Dehesa, supplying explanations of why, with a non-binding, reasonable estimate of cost for material and labor.
6. Dehesa makes all decisions on major repairs and has sole responsibility for those decisions.
7. Cajon Valley has the responsibility of selecting all parts and materials for Dehesa equipment. Dehesa equipment will not be treated differently than Cajon Valley equipment, unless so agreed upon by both parties.
8. Cajon Valley has the responsibility to correct all failures in repairs or maintenance due to faulty labor for a period of ninety (90) days. However, if a part replaced or installed by Cajon Valley and is defective, Cajon Valley will charge and Dehesa will pay for replacement labor costs.
9. Cajon Valley shall submit to Dehesa billing and repair work orders at the end of each month.
10. Cajon Valley will respond to road service calls. The hourly rate shall be charged according to cost sheet (Exhibit A).
11. Cajon Valley shall continue to train their shop personnel in the latest automotive and heavy-duty equipment technology in order to continue to perform work for Dehesa.

D. TERMS AND CONDITIONS REGARDING EQUIPMENT RENTALS:

1. Dehesa may, at its option, rent from Cajon Valley vehicles on a daily, weekly, or monthly basis from Cajon Valley, subject to vehicle availability. Cajon Valley shall provide such vehicle(s) to Dehesa in good condition and working order, with fire extinguisher, first aid kit, flare, and all safety equipment required by the State of California Motor Carrier and the State Ed Code.
2. If at any time during the term of this Agreement Dehesa fails to adequately maintain the equipment, or equipment is in danger of physical damage due to strike or other conditions, Cajon Valley may repossess any or all rented vehicles under this agreement.
3. Dehesa shall have the responsibility of checking the equipment, per Daily Inspection Sheet (Exhibit B), and to maintain all fluid levels during the period of this rental agreement.
4. If equipment is in need of minor repairs, such as lights, clamps, etc. Dehesa shall contact Cajon Valley's Lead Mechanic for authorization of repairs. Cajon Valley shall reimburse Dehesa for all approved repairs.
5. If equipment is in need of any major repairs on normal wear of parts, it is Cajon Valley's responsibility to repair vehicle at no cost to Dehesa.

6. If Dehesa misuses equipment, Dehesa will be responsible for all parts, materials, and labor costs at listed mechanical rate, per hour for repairs. Parts and materials will be billed at Cajon Valley's cost.
7. Dehesa shall notify Cajon Valley of any accident or occurrence causing damage to the vehicle within 24 hours.
8. Dehesa has the responsibility of ensuring drivers have proper license and training to operate rental vehicle.
9. Dehesa shall return equipment in clean condition inside and out. All fluid levels shall be correct. Fuel level shall be at the same level as when equipment left Cajon Valley's premises.

E. GENERAL PROVISIONS:

Each party is responsible for complying with the Educational Employment Relations Act, to the extent it applies to any matter related to this Agreement. This agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service or equipment rental included in this agreement may be adjusted annually for inflation utilizing this process.

This agreement is entered into pursuant to Government Code section 6500, et seq.; however, no separate entity is created hereby. The employees of Cajon Valley are not the employees of the Dehesa School District. Term of this agreement shall be from July 1, 2016 through June 30, 2018, and from thereon continue year to year, providing, however, that either party may terminate the same at any time upon thirty (30) days notice in writing.

Dehesa School District

By _____
 Name: _____
 Title: _____

Approved by _____
 On the ____ day of _____ 2016

Cajon Valley Union School District

By Scott A. Buxbaum
 Scott A. Buxbaum
 Assistant Superintendent, Business Services

Approved by the Governing Board
 On the 14 day of June, 2016

Cajon Valley Union School District
Office Address: 750 East Main Street
Mailing Address: P.O. Box 1007
El Cajon, CA 92022-1007

**CAJON VALLEY UNION SCHOOL DISTRICT
Rate Sheet**

Repair and Maintenance Service Rates:

Regular Labor Rate: <i>(Week days between the hours of 5:00 AM – 5:00 PM)</i>	\$75.00 per hour
Overtime Rate: - One and a half times hourly rate <i>(Week days before 5:00 AM and after 5:00 PM)</i>	\$112.50 per hour
Emergency Overtime (weekends & holidays) – two times the hourly rate	\$150.00 per hour

Rental Rates:

<u>Type of Bus</u>	<u>*Daily Rate</u>
Special Ed.	\$100.00
Regular Ed.	\$100.00

*Daily rate is based on five-day week. If Dehesa School District uses vehicle during weekends, they must first obtain permission to do so from Cajon Valley Union School District.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Kindergarten through
Community College Public
Education Facilities Bond
Act of 2016 School Board
Resolution

Meeting Date: July 19, 2016

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

Background: The Public Education Facilities Bond Initiative will be on the November 8, 2016, ballot in California. A “yes” vote is in favor of the state issuing \$9 billion in bonds to fund improvement and construction of school facilities for K-12 schools and community colleges.

Report: The proceeds from the \$9 billion in bonds proposed by this initiative would be stored in a 2016 State School Bond Facilities Fund and a 2016 Community College Capital Outlay Bond Fund. Proceeds would be allocated for the following purposes: \$3 billion for the construction of new school facilities, \$500 million for providing school facilities for charter schools, \$3 billion for the modernization of school facilities, \$500 million for providing facilities for career technical education programs and \$2 billion for acquiring, constructing, renovating and equipping community college facilities.

Financial Impact: Passage of this Bond could partially reimburse the District Bond Funds that were spent to complete phase one of our construction project. This could free up funding for either phase two or three.

Student Impact: The opportunity to continue to modernize our school site.

Recommendation: Administration recommends approval of Resolution 2016-7-1 The Kindergarten through Community College Public Education Facilities Bond Act of 2016.

Agenda Item #:VII.C.2

**Kindergarten through Community College Public Education
Facilities Bond Act of 2016
School Board Resolution 2016-7-1**

WHEREAS, the California Constitution finds public education is a State responsibility in Article IX Section 5; and

WHEREAS, Article 1 Section 28 states that public schools shall be safe, secure and peaceful; and

WHEREAS, the State has met its constitutional responsibilities since 1982 by providing consistent State bond resources through programs contained in Division 1, Part 10, Article 12 and Article 12.5 of the Education Code; and

WHEREAS, the State is out of school facility funds and cannot provide the State match for almost \$2 billion in projects filed under current law; and

WHEREAS, the Dehesa School District has \$13,367,574.00 in facility need which may be partially funded by State bonds; and

WHEREAS, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 provides for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California's employers; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, the new Local Control Funding Formula and Local Control Accountability Plan are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

WHEREAS, quality 21st Century school facilities designed for student needs of today and tomorrow enhance academic achievement and further the State's academic goals; and

WHEREAS, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 will not raise State taxes; and

WHEREAS, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 State matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE BE IT RESOLVED, that the Dehesa School District supports the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

Passed, approved, and adopted this 19th day of July 2016.

SIGNED:

Clerk of the Board:

Superintendent

Christina Becker

Nancy Hauer

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: **Personnel
Recommendations**

Meeting Date: July 19, 2016

- 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 certificated employee effective August 16, 2016.

Classified: