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DEHESA SCHOOL DISTRICT
Regular Governing
Board Meeting

— — — — —

AGENDA

August 18 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

AUGUST 18, 2016

AMENDED 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. Regular Board Meeting – July 19, 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 Vista Hill
 2. Annual Occupational Therapist Contract with Purposeful Play
- D. Conferences and Workshops
 1. Alice Instructor Certification: Principal – Nov. 16, 17 2016 – cost of \$595.00
 2. Categorical 101 – Superintendent – Sept 23, 2016 – cost of \$25.00
 3. School Site Council – SDCOE – Principal Sept 23, 2016 – no cost
 4. California Assessments and Accountability – Superintendent and Principal – August 17, 2016 – cost \$75.00 per person
 5. Expository Reading & Writing Course – 8th grade teacher, September 20, 21 and November 1, 2016 – cost of \$320.00
 6. Student Engagement and Attendance at SDCOE - Admin Clerk – Sept 9, 2016 – cost \$50.00
 7. Edupoint Conference – Admin Clerk – Anaheim – Nov. 3,4 2016 – cost of \$475.00 plus hotel
 8. Pupil Attendance Accounting – Admin Clerk

VI. Information & Proposals (Action may be taken)

- A. Correspondence:**
 - 1. Registrar of Voters
 - 2. Notice of Proposed Rule Making
 - 3. Conflict of Interest Code Biennial Review

- B. Report, Information, and Presentations**
 - 1. Budget Report
 - 2. Summer Construction Project Update
 - 3. Summer Maintenance Report
 - 4. Principal's Report
 - 5. Enrollment
 - 6. Annual Board Items

- C. Discussion**

VII. Action Items

- A. Public Hearings – None**

- B. Old Business – None**

- C. New Business**
 - 1. The Board will consider the purchase of the On Line Literacy Program Achieve 3000.
 - 2. The Board will consider the Amendment to the Construction Services Agreement with West Coast Air.
 - 3. The Board will consider the Sixth Grade Camp Contract with CIMI.
 - 4. The Board will consider the Consultant Agreement with the School Psychologist.
 - 5. The Board will consider the increase in Student Lunch Prices.

- D. Negotiations –**
None

- E. Board Policies**
None

F. Personnel:

Certificated-

1. To accept the resignation of two certificated teachers effective 7/22/16.
2. To hire 2 certificated teachers effective 8/18/16.

Classified –

1. To accept the resignation of a 3.75 hour per day special education instructional assistant effective 8/4/2016.
2. To reinstate the Student Care Coordinator Position 25 hours per week 12 months per year, effective 8/18/16.
3. To reinstate one Student care Assistant Position 10-8.75 hours per week/12 months per year.

VIII. Advance Planning

A. Next Meeting

1. Regular Meeting – Thursday, September 8, 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 – October 13, 2016 at 6:30p.m. Closed Session/7:00p.m. Open Session

IX. Adjournment

DEHESA

SCHOOL DISTRICT

REGULAR GOVERNING BOARD MEETING

July 19, 2016

Minutes

- I. **Call to Order:** President Cindy White called the meeting to order at 6:30 and the Board convened into closed session.
- II. **Closed Session**
- III. **Public Meeting:** The Board reconvened at 7:25 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. Jackie Finch led all in the Pledge of Allegiance. Karl Becker made a motion to approve the agenda, 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 – Nicole Suetos, co-president of DTA shared information with the Board regarding a class that she and our technology employee Dominick Avera recently attended on cyber bullying and use of the internet. She also shared information about Common Core and how she would like to bring this information to the parents. She will prepare a presentation for the Board to present at next month's meeting. The Board encouraged her to brainstorm ways to have the best parent turnout including tying in her presentation with another activity going on and also the idea of providing dinner for a fee. Trustee Christina Becker said everyone wants their child to be safe and successful so possibly present it with that title or something similar.
 - A.3. CSEA – President Jackie Finch said everything is quiet due to summer break but everything is going well. She will be heading up to Sacramento this Sunday for her Bus Training Academy.
 - A. 4 Element Education – Dehesa Charter - Their enrollment stayed steady at 1,047 over the past year. They have 11 new elective courses being offered this year. Community Montessori is at 477 for enrollment. Both schools had more than 97% participate in the standardized testing this past spring.

A.5 Diego Hills – Their enrollment is at 600 plus 100 at their Lemon Grove site with 123 enrolled in the Summer School program in Lemon Grove. 25 students submitted art work for the Del Mar Fair Art Contest and they are doing a summer art series. They also have 6 students attending an intensive 8 week program for students who want to major in music in college. Their music teacher is working on collaboration with Little Kid Rock to provide musical instruments to their students for free. Diego Hills has new MOU's established with Fab Lab, San Diego Youth Symphony, Cornerstone and Family Health Center. They had 229 graduates in 2015-16.

A.6 The Heights Charter – They are starting a TK program in the fall and have 12 students enrolled.

A.7 Inspire Charter School – Nick Nichols reported everything is still going well.

A.8 Method Schools – They have over 1200 enrolled in their summer school programs.

A.9 Mosaica Charter – No report

A.10 Citizen Input – Mark Zacovic introduced himself and said he was attending due to an interest in running for our upcoming Board election. He is recently retired from being the President at Cuyamaca College and lives in the Dehesa area.

B. Board Input: Trustee Christina Becker shared information regarding getting our lights retrofitted with LED lights through SDG&E. Business Manger shared that we just recently had SDG&E out a few months backs to make energy efficient changes but would check regarding the possibility of converting to LED. She also mentioned information about a program for Foster Youth that was on the CSBA newsletter. We don't currently have any foster youth but thought perhaps there may be some benefit to some our families in need. President White shared information she had received regarding the transparency of bond items and other information being posted on our website and some items missing. Our ratings were very low according the San Diego Taxpayers Educational Foundation. Superintendent Hauer shared that we are currently working with the County to get our website updated and we will be working to improve it and get everything posted that is required. Trustee Becker said to make sure we share this information with our CBOC.

- V. Routine Action Items:** Karl Becker made a motion to consider the routine action items, seconded by Christina Becker. Trustee Beckers' asked for clarification and rewording of the motion made on action item VII.C.10. It should read "Karl Becker amended the motion to be purchasing a van and then look into having a lift added to it with the total price not to exceed \$42,000". Karl Becker made a motion to approve the routine action items with the change in the minutes as noted. Seconded by Christina Becker. Vote as follows:

Ayes: Cindy White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

- VI. **A. Correspondence:** Superintendent reviewed the correspondence from the Division of the State Architect showing our building project is complete and has DSA approval. President White asked that it be put on our website.

B.1 Budget Report: Business Manager shared that she has received all the annual ADA reports from our charters and all are up slightly so our oversight fees will be good. She also asked to recognize Jackie Finch, our Transportation Director, who has been accepted for into the academy for the Training of the Trainers. The application process was very intense and she did a great job. Business Manager shared the amounts in the general account and our unrestricted fund and said that she will be bringing a resolution to the Board next month to transfer the money from the unrestricted fund and close it. She shared with the Board that the Auditors were here the last two days and everything went well. They will review our unduplicated student accounts in the fall since they need information from our Child Nutrition person.

B.2 State School Building Report: Business Manager shared that she has received DSA approval for the shade structure and someone from the county will be out on Thursday to do a job walk through if any of the Board members wish to attend. The goal is to have all the preliminary work done before schools starts but the actual canopies will probably not be available for installation until early September. President White gave direction to the Principal to make sure we have a plan in place to provide shade for all of our students prior to the shade structures being in place on hot days. Trustee Christina Becker asked for the Business Manager to please let the Board know what type of covers they are, how many, what size and who the manufacture is. She also said to be sure we know exactly how many tables will fit under each one in case we need to order differently. Lori Wigg shared that carpet samples for the office reconfiguration will be delivered next week. It was suggested by the Board that we choose the same carpet that was put in the new buildings. President White asked that the Board receive more information and/or drawing of what actual changes are being considered.

B.3 Principal's Report Tamara Ripke shared they recently completed interviewing very competent potential people for the teacher position open and are hoping to offer it to Kelly Swanson. She has a very strong math background and has also coached basketball.

Principal Ripke is also planning a team building event for August 4 which will be for employees only with paddle boarding and kayaking. She is also getting her cross fit level certification to help with incorporating functional fitness into all our classes. She has been working on long range plans since we will be having the Williams visit at the beginning of the year and also wants to get a group of teachers together for updating our benchmarks for testing. The Board asked that she provide them with the data on the test scores at a future Board meeting. Mrs. Ripke also stated that she is planning on having one of our portables set up as our functional fitness rooms. She would also like to purchase some equipment for it that will be used by K-5. The Board encouraged her to follow through with these plans. The first portable will be restructured to be the staff workroom and the workroom will be reconfigured to be the break room so that the current staff lounge will be another office. She is also speaking the Lions Club who is looking for a place to have a shop and swap and is hoping to set up in our parking lot on a weekend, more information to follow but will help give us more notice.

B.4 Enrollment: Superintendent shared that our projected enrollment at this time is 165. We have several students that have moved out of state. She is hopeful that we will have more students registering within the next month. Discussion on inter-districts transfers. Trustee Christina Becker would like to know the grades and reasons for the 26 students that live in our district but are not attending. Superintendent will get that information from the Admin Clerk and share with the Board.

C. Discussion – Board would like more information on what the new office layout looks like. They would also like Business Manager to investigate further into the possibility of getting a new marquee if there is money for it. Would also like more pictures put on website of our new building and our science lab to help attract more students. Trustee Christina Becker would like a yearly calendar of Board items and months they are due.

VII. Action Items

A. Public Hearings: None

B. Old Business: None

C. New Business:

- 1. Vehicle Maintenance Service Agreement:** Motion made by Karl Becker, seconded by Christina Becker. Discussion and noted by Transportation Director that this is the first time in eight years that the rates have been raised. On a side note Trustee Karl Becker asked about the life expectancy on our current busses and possibly needing to begin setting aside money for a new one when the time comes. Vote as follows:

Ayes: Cynthia White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

- 2 Resolution 2016.7.1:** Motion by Karl Becker and seconded by Christina Becker. Discussion and explanation by Superintendent Hauer that this will be Prop 51 on the upcoming ballot and that if it passes it will help us recoup some of our bond money spent on the first phase to use towards the next one. Vote as follows:

Ayes: Cynthia White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

- 3 Uniform Complaint:** Motion by Karl Becker to consider the Uniform Complaint decision by the Superintendent, seconded by Christina Becker. Superintendent Hauer informed the Board of the following:

On May 25, 2016, a complaint was filed with the Dehesa School District Board of Trustees against the Dehesa School District by Sarah L.W. Sutherland and Sue Ann Salmon Evans of the law firm Dannis Woliver Kelley.

The complaint alleges the following:

- The District fails to provide oversight to any of its seven authorized charter schools in violation of Education Code 47604.32;
- The District approved "unlawful petitions" for each of its seven authorized charter schools in violation of Education Code 47605;
- The District "has never enforced/limited out of boundary approvals to "one" site, and only one out-of-boundary site is permitted by Education Code 47605.1(d)
- The District failed to provide notice to school districts where charter schools would locate, and such notice is required by Education Code 47605.1(d);
- The District employs extra administrators whose salaries depend on funding from charter school oversight fees, and this creates a conflict of interest.
- As the District Superintendent I am the compliance officer tasked with investigating uniform complaints and issuing a written report of findings and decision within 60 days of receiving the complaint. I requested a review by our attorney, Michael Tucker, to assist me in investigating the allegations and drafting a decision.

- Based on the investigation conducted, it has been determined that there is insufficient evidence to support the allegations made in the complaint. An extensive review of relevant charter documents was conducted. Consistent with Board Policy and law, documents and other information was requested from the Complainants which they felt support their allegations. Complainants declined to provide any information other than what was provided in the original complaint.
- Based on the review of the charter documents and the lack of information provided by the Complainants, it was determined that insufficient information existed to support the complaint with the exception that we will work to put board policies online to make them more accessible. Requesting that the Board vote to confirm our decision.
- The Complainants will have 15 days from notice of our decision to appeal the complaint to the CDE.

Discussion and vote as follows:

Ayes: Cynthia White, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal, Derek Voth

Abstain: None

D. Negotiations: None

E. Board Policies: None

F. Personnel: Motion made by Karl Becker and seconded by Cindy White. 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 Thursday, August 18 2016 at 6:30 pm. Closed session will be at 6:30 p.m. with open session at 7:00 pm.

B. Agenda Items – per request of Board members.

- C. Future Meeting Dates: September 8, 2016 with closed session at 6:30 and open Session at 7:00.**

- IX. Adjournment:** Meeting was adjourned at 8:35. The Board reconvened into closed session. They reconvened into open session at 9:10 pm and reported no action was taken. Meeting adjourned at 9:10 pm.

Respectfully submitted and approved by:

Sheila Cochran
Administrative Secretary

Christina Becker
Clerk of the Board

PURCHASE ORDERS July 2016

DATE	PO NUMBER	VENDOR	Description	AMOUNT	BUDGET CATEGORY
7/1/2016	7000	Lakeshore Learning	Supplies for Immigrant Students	819.95	Title III-Immigrant
7/1/2016	7001	Scholastic	Magazines Jr.High	524.35	General-Instruction
7/1/2016	7002a	Southwest	Copy Paper/Misc	391.73	General-Instruction
7/1/2016	7002b	Southwest	School Supplies	76.19	General-Instruction
7/1/2016	7003	CPM	Math - Jr. High	86.70	General-Instruction
7/5/2016	7004	Apple - Apps	Gift Card - Sp Ed	50.00	Special Ed
7/5/2016	7005	STS	Computers	3,786.19	General-Technology
7/5/2016	7006	MINJ Tech	Router	2,264.33	General-Technology
7/5/2016	7007a	Amazon	Keyboard & Case	59.00	Special Ed
7/5/2016	7007b	Amazon	Laptop Screen-Student Device	137.34	General-Instruction
7/5/2016	7007c	Amazon	Refrigerator Filter	18.99	General-Operations
7/5/2016	7008a	Office Depot	Chairs - Supt Office	433.96	General-Admin
7/6/2016	7008b	Office Depot	Chairs for New Bldg (Conf Rm)	2,278.35	Bond Fund
7/6/2016	7009	Data Management	Security Check in	1,188.00	General-Admin
7/7/2016	7010	Ken Bjork Tree Service	Tree Trimming	3,305.00	General-Grounds keeping
7/7/2016	7011	Really Good Stuff	Daniels	62.59	Special Ed
7/7/2016	7012	Amazon	Emerg Folders	91.68	General-Admin
7/7/2016	7013	Acco Brands	Laminator	233.51	General-Instruction
7/11/2016	7014	Anita Fire Hose Co	Annual Ext Maint	712.45	General-Operations
7/12/2016	7015	Edupoint Conference	Admin Clerk	475.00	General-Admin
7/13/2016	7016	Oriental Trading	School Borders	54.33	General-Instruction
7/14/2016	7017	ACSA	Super Dues	1,628.10	General-Admin
7/14/2016	7018	GASB45	Actuarial Study-Retiree Ben	1,500.00	General-Admin
7/18/2016	7019	Wavelink	Cable for Internet	1,824.88	General-Technology
7/19/2016	7020	Roy Wheeler	Smog Bus 10	155.00	Transportation
7/19/2016	7021	CDE Academy	Training - Jackie	1,000.00	Transportation
7/20/2016	7022	Downtown Ford	Van for Food Serv	28,510.18	Fund 17
7/27/2016	7023	SDCOE	Conf Hauer/Ripke	150.00	General-Admin
7/27/2016	7024	GAMUT	On Line Fee	950.00	General-Admin

7/27/2016	7025	CSBA	Membership Fee	3,055.00	General-Admin
7/27/2016	7026	Amazon	Books-Suetos	126.36	General-Instruction
7/28/2016	7027	Wavelink	Wire Repair	302.98	General-Maintenance
7/28/2016	7028	SD County Board Assoc	Membership Dues	48.88	General-Admin
7/28/2016	7029	Tyco Integrated	Alarm System/Yr	2,526.24	General-Operations
7/28/2016	7030	Road One Towing	Bus Tow	240.00	Transportation
7/28/2016	7031	Time & Alarm	Work On Cameras	360.00	General-Maintenance
7/29/2016	7032	Waxie	Supplies	2,148.87	General-Operations

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: Vista Hill Master Contract
2016/2017

Meeting Date: August 18, 2016

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

Background: Dehesa has partnered with Vista Hill to provide mental health assessments and counseling for our special education students for the past 3 years. The services are contracted through the Master Contract Agreement with the East County SELPA.

Report: Dehesa will continue to contract for assessment and counseling services through Vista Hill. We are fortunate to have the same therapist as last year. This provides continuity for students and their families. She will continue to provide service on Thursdays.

Financial Impact: The cost of providing services one day per week is \$16,200.00 for the 2016/2017 school year.

Student Impact: Our students and their families are very fortunate to continue with the same therapist. Their services will be uninterrupted by continuing with the same therapist as last year.

Recommendation: Administration recommends approving the Master Contract with Vista Hill for the 2016/2017 school year.

Agenda Item #:V.C.1

2016-17

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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MAIN DOCUMENT

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

**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

2016-2017

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

2016-2017

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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 1st day of July, 2016 between the

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

hereinafter sometimes referred to as the "LEA," and

Vista Hill
(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.

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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:

Rob Dean CEO
Name/Title

Vista Hill
Nonpublic School

Address

City State Zip

()
Phone

()
Facsimile

rdean@vistahill.org
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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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 July 1, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Robert Dean
Authorized Representative Signature

DATE: 7/11/16

Rob Dean CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Heather Difede
Authorized Representative Signature

DATE: 7/22/16

Heather Difede East County 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: _____

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**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
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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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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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,

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Vista Hill

The CONTRACTOR NUMBER: _____

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

<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>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</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>	\$81,000 annual *	.20 FTE
<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>		

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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: * Therapist - registered intern

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Robert Dean

DATE: 7/11/16

Authorized Representative Signature

Robert Dean - CEO

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Debra Dizon

DATE: 7/22/16

Authorized Representative Signature

(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

(Type) Name and Title

LEA Board Approval

DATE: _____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

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: _____

Address _____ (Last) _____ (First) _____ (M.I.) _____ 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)							

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

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
APPENDIX B: AGENCIES
2016-2017**

SERVICE	Provider			# of Times per wk/mofyr., 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)

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Occupational Therapist Contract

Meeting Date: August 18, 2016

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

Background:

Prior to the 2009-2010 school year, our students who required Occupational Therapy (OT) were placed in special day classrooms in Cajon Valley. Because we now educate nearly all of our students at Dehesa and service their IEP Goals on site, we occasionally need to have a student assessed for OT, and do have students whose IEP Goals call for OT services. This is a legal requirement and having a contract with a qualified OT is important.

Report:

The District has had a contract with Purposeful Play since the 2009-10 school year, and this is a renewal of the existing contract.

Financial Impact:

The OT rate is \$95.00 per hour for services and \$315.00 for an OT assessment. The total financial impact is unknown but we currently have a six students who need weekly services. The OT services are funded through the special education funding and the amount of time varies depending on the number of students needing services.

Student Impact:

OT services help students be more successful in the classroom and also the OT provider provides the classroom teachers with professional development and training that helps the teacher know how to better meet the child's needs. We are fortunate to continue service with the same Occupational Therapist.

Recommendation:

It is recommended that the Governing Board approve the contract with the Occupational Therapist provider to ensure the District is in compliance with special education law and guidelines.

Agenda Item #: V.C.2

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Purposeful Play, Inc., an independent contractor hereafter referred to as "Contractor", and Dehesa School District, hereafter referred to as "School". In consideration of the covenants and conditions hereinafter set forth, School and Contractor agree as follows:

1. SERVICES

Contractor shall perform the following services for the School (the "Work") as the School deems warranted:

- a.) Individual or group Occupational therapy treatment to address IEP goals
- b.) Occupational therapy evaluation
- c.) Consultation with teachers/staff/parents, attending IEP meetings, presentations, preparation/ordering of requested materials, and preparation of IEP goals/objectives as requested by the School

2. REPORTING/PROGRESS REPORT

Contractor shall report to Nancy Hauer periodically as deemed necessary by School via email or phone. Contractor shall provide a periodic progress reports aligned with students' report cards to the School on each pupil's progress in treatment. Evaluation reports shall be completed and given to School according to deadlines set with the IEP team. Consultation notes will also be kept to by the contractor for information shared between teachers, parents, or other staff at the School.

3. TERM

This Agreement shall commence on 8/27/16 and shall expire on 8/26/17 . Contractor agrees to perform services for the Work to School on or before the expiration of the term set forth above. The School may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 5-11, hereof, which shall survive any termination.

4. PAYMENT

Contractor will be paid for Work performed under this Agreement as follows:

- a.) \$95/session for individual Occupational therapy (1/2 hour or one hour session)
- b.) \$50/pupil per session of group Occupational therapy (2 pupil minimum, one hour session)
- c.) \$315/Occupational therapy evaluation (includes all report writing, evaluation of pupil, initial consultation with teacher/parents)
- d.) \$95/hour for services describes in section (c) of SERVICES in contract. This will be billed in increments of 15 minutes (.25).
- e.) Travel time to and from school site and within school site shall not be considered billable.

Contractor will submit an invoice for the Work on the last day of service on a quarterly basis or as requested by the School. Invoices shall be paid by the School within 15 business days of receipt.

5. CONFIDENTIALITY AND OWNERSHIP

(a) Contractor recognizes and acknowledges that the School possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the School relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Contractor, or (b) information that subsequently becomes public through no act or omission of the Contractor. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the School, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or entrusted to Contractor's custody. Contractor agrees that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the School.

(b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Contractor in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the School and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Contractor hereby irrevocably and exclusively assigns to the School, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Contractor rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Contractor hereby irrevocably and unconditionally waives all enforcement of such rights. Contractor shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Contractor as part of its services under this Agreement shall be owned by the School.

6. RETURN OF MATERIALS

Contractor agrees that upon termination of this Agreement, Contractor will return to the School all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the School. Contractor will not retain any such materials.

7. WARRANTIES

Contractor warrants that:

- (a) Contractor's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party; and
- (b) The Work as delivered to the School will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
- (c) The services provided by Contractor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and the School.

8. INDEMNITY

Contractor agrees to indemnify, defend, and hold the School and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Contractor.

9. RELATIONSHIP OF PARTIES

Contractor is an independent contractor of the School. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the School's sole discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits. Contractor shall provide the School with satisfactory proof of independent contractor status.

10. OTHER ACTIVITIES

Contractor is free to engage in other independent contracting activities, provided that Contractor does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Contractor's attention as to interfere with the proper and efficient performance of Contractor's services thereunder. Contractor agrees not to induce or attempt to influence, directly or indirectly, any employee at the School to terminate his/her employment and work for Contractor or any other person.

11. MISCELLANEOUS

- (a) *Attorneys' Fees.* Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Contractor's relationship with the School, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

(c) **Entire Agreement.** This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(d) **Amendment.** This Agreement may be amended only by a writing signed by Contractor and by a duly authorized representative of the School.

(e) **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

(f) **Construction.** The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(g) **Rights Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

(h) **Nonwaiver.** No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the School, by an officer of the School or other person duly authorized by the School.

(i) **Remedy for Breach.** The parties hereto agree that, in the event of breach or threatened breach of any covenants of Contractor, the damage or imminent damage to the value and the goodwill of the School's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the School shall be entitled to injunctive relief against Contractor in the event of any breach or threatened breach of any of such provisions by Contractor, in addition to any other relief (including damages) available to the School under this Agreement or under law.

(j) **Notices.** Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Contractor's residence (as noted below), or to the School's principal office, as the case may be.

(k) **Assistance.** Contractor shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the School as may reasonably be required by the School in connection with work performed by Contractor; provided, however, that such assistance following termination shall be furnished at the same level of compensation as provided in Section 2.

(l) *Disputes.* Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or federal court. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the Secretary of State (the "Agent") or to the party at the party's last known address, if personal service delivery can not be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery can not easily be effected. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

School:

By: _____
[Signature]

Date: _____

Title:

Contractor:

By: Tad Bruneau, OTR/L
[Signature]

Date: 8/5/16

Name/Title: Tad Bruneau, OTR/L and Owner, Purposeful Play, Inc.

ALICE Instructor Certification Training (2 days) - \$595

Hosted by: University of California & San Diego Police Department

The purpose of advanced ALICE training is to educate local and school-based law enforcement, as well as church, hospital, and workplace administrators and safety professionals about our researched-based, proactive response approach to Violent Intruder events.

The ALICE training program is designed to supplement current "Lock-down" or "Secure-in-Place" procedures used frequently in our public schools and institutions. Tragic historic events have dictated the need of enhanced response options to increase chances of surviving a horrific event.

Program Topic Areas Include:

- Case Studies
- Policy and Procedures Review
- Infrastructure Design
- Proactive Use of Technology
- Community Resource Assistance
- Mass Evacuations
- Trauma First Aid
- Practical Scenario Training
- Lesson Preparation

Policy and Procedures Review

- Instruction on key components of an organized and thoughtful Active Shooter Emergency Operations Plan with emphasis on Survival Strategies.
- Elicit Active Shooter Readiness Status of their specific institutions, and determine where their strength and weaknesses lie.
- Distinguish between high and low priority issues when advising policy and procedure revisions.

Infrastructure Design

- Recognize potential Safety Hazards in building design.
- Design room layouts with priority on Active Shooter defense.
- Understand immediate methods to improve infra-structure hazards.

Proactive Use of Technology

- Current technology resources available to enhance building/occupant safety.
- Current accepted practices utilizing technology in building/occupant safety.
- Discuss proactive uses of technology for building/occupant safety by interfering with intruder's ability to locate targets.
- Review case studies of past events to determine functionality of technology usage.

Community Resource Assistance

- Locate and elicit community assistance before, during, and after event.
- Demonstrate ability to locate Community Rally Points.
- Discuss potential Community Partners, and the assistance they can provide.
- How to liaison with other local government agencies.

Mass Evacuations

- Discuss Rapid Mass Evacuation plans.
- Discuss tactical advantages associated with maintaining distance vs. securing-in-place and/or barricading.
- Identify non-conventional methods of mobilizing large numbers of people.

Trauma First Aid

- Techniques designed to prolong injury survival until medical assistance is available.

Practical Scenario Training

- Conduct practical scenario training in order to experience, visualize, and reinforce course concepts.

Lesson Preparation

- Participants will be required to build and present a 10 minute presentation to demonstrate material comprehension.
- Review and Exam



K-12



UNIVERSITIES



PLACES OF WORSHIP



HOSPITALS



GOVERNMENT



LAW ENFORCEMENT



BUSINESSES

WHEN

Wednesday, November 16, 2016 -
Thursday, November 17, 2016
8:00 AM - 4:00 PM

[Add to Calendar](#)

WHERE

University of California San Diego
9500 Gilman Dr
#0017
San Diego, CA 92093
USA
330-661-0106

[Get Map](#)

[Get Driving Directions](#)

PLANNER



Alert
 Lockdown
 Inform
 Counter
 Evacuate

ALICE Training Institute
 Attn: Accounting
 3593 Medina Road #320
 Medina, OH 44256 US
 (330) 661-0106
 accounting@alicetraining.com
 http://www.alicetraining.com/

PROFORMA INVOICE

ADDRESS

Lori Wigg
 619-444-2161
 Dehesa School District
 CA 92019-2922

SHIP TO

101427
 Dehesa School District
 4612 Dehesa Rd
 El Cajon, CA 92019-2922

PROFORMA # E-3332

DATE 08.10.2016

EXPIRATION DATE 11.16.2016

**PO NUMBER
 REQUIRED**

**CLASS DATE
 2016-11-16**

**CLASS LOCATION
 California**

DESCRIPTION	QTY	RATE	TOTAL
800 ALICE Instructor Certification Training: (University of California / San Diego Police Department) San Diego, CA Attendee: Ripke, Tamara Confirmation# H4NZNZ4PNMW	1	595.00	595.00

TOTAL \$595.00

Accepted By

Accepted Date

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Would you like to:

- 1. **Register Another Person for this event?**
 - o [Register another person from the same County/District/School](#)
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- 2. [Return to the Calendar of Scheduled Events](#)

[None of the above](#)

Instructions

Thank you for submitting your registration. Please print a copy of this page for your records. You should receive an email notification of the receipt of your registration request within 24 hours.

The current status of your registration for this event is **PENDING**. In order to **CONFIRM** your spot for this event, you must submit payment in one of the approved payment methods. Instructions will be provided in the confirmation e-mail.

If the event is full you will receive an email notifying you that you have been placed on a Waiting List for the event.

If you do not receive any of the notifications within the specified time frame, please check your junk/spam folder in your email package or telephone the event contact person.

Event Details

Registration Details

Event Categorical 101
Date(s) Sep 23, 2016
Time 10:30 am - 12:00 pm
Facilitator(s) Tracy Liu
Included Resource Binder
Location San Diego County Office of Education
Contact Lena Poplin-Viramontes
lena.poplinviramontes@sdcoe.net
 P: (858) 292-3576

Status PENDING
Confirmation Number hau-vo55fn
Name Nancy Hauer
Position Category Administrator (District)
Position/Title Superintendent
Educational Organization Dehesa Elementary School
Work Address 4612 Dehesa Road
 El Cajon, CA 92019-2922
Email nancy.hauer@dehesasd.net
Phone (619) 444-2161

Payment Details

Event Categorical 101 **\$ 25.00**
Total Cost \$ 25.00

Preferred Payment Method Purchase Order

Comments PO 7056

Payment Instructions Make check/PO payable to:
San Diego County Superintendent of Schools

Mail check OR email PO to:
lena.poplinviramontes@sdcoe.net
 San Diego county Office of Education
 Attn: Lena Poplin-Viramontes 321N
 6401 Linda Vista Road
 San Diego, CA 92111

Participant Comments/Questions/Special Requests
No Participant Comments/Questions/Special Requests

Would you like to:

1. **Register Another Person for this event?**
 - [Register another person from the same County/District/School](#)
 - [Register another person from a different County/District/School](#)
2. [Return to the Calendar of Scheduled Events](#)

[None of the above](#)

Instructions

Thank you for submitting your registration. Please print a copy of this page for your records. You should receive an email notification of the receipt of your registration request within 24 hours.

Important! The current status of your registration for this event is **PENDING**. You will receive an email **CONFIRMING** the completion of your registration after the registration requirements have been met.

If the event is **full** you will receive an email notifying you that you have been placed on a Waiting List for the event.

If you do not receive any of the notifications within the specified time frame, please check your junk/spam folder in your email package or telephone the event contact person.

Event Details

Event School Site Council
Date(s) Sep 23, 2016
Time 2:00 pm - 3:30 pm
Facilitator(s) Tracy Liu
Location San Diego County Office of Education
Contact Lena Poplin-Viramontes
lena.poplinviramontes@sdcoe.net
 P: (858) 292-3576

Payment Details

There are no fees associated with this event.

Registration Details

Status PENDING
Confirmation Number rip-72ycgs
Name Tamara Ripke
Position Category Administrator (School Site)
Position/Title Principal
Educational Organization Dhesa Elementary School
Work Address 4612 Dhesa Road
 El Cajon, CA 92019-2922
Email tamara.ripke@dhesasd.net
Phone (619) 444-2161

Participant Comments/Questions/Special Requests

No Participant Comments/Questions/Special Requests

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**Organization Management System (OMS)**

Event Registration Management Software Designed by and for K12 Education

OMS v5.1 © 2003-2016 - All Rights Reserved

Use of this site signifies your agreement to our [Terms of Use](#).

[Web Site Requirements](#)

Service and leadership that maximize the success of all students

SDCOE » LEARNING AND LEADERSHIP SERVICES »

ASSESSMENT, ACCOUNTABILITY, AND EVALUATION » GETTING SMARTER ABOUT CALIFORNIA ASSESSMENTS
AND ACCOUNTABILITY

Getting Smarter about California Assessments and Accountability

2016-17 CONFERENCE

- **Date:** August 17, 2016 - REGISTER TODAY
- **Time:** 8 a.m. to 3 p.m.
- **Location:** San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111
- **Cost:** \$75 (Fee includes: electronic access to materials, continental breakfast, and lunch)



The Getting Smarter About California Assessments and Accountability Conference is aimed at supporting San Diego County district administrators, school site administrators, and teacher leaders to lead the work of assessing the Common Core State Standards. This year's Getting Smarter Conference series will focus on continuing to build leadership capacity around understanding and implementing balanced assessment practices and using data as part of an ongoing cycle of programmatic and instructional improvement.

Keynote Speaker

Archived Getting Smarter Conference

For questions email or call [Ana Nicasio](#) at 858-569-5348 or [Steve Green](#) at 858-292-3688.



SAN DIEGO COUNTY
OFFICE OF EDUCATION

San Diego County Office of Education
6401 Linda Vista Road
San Diego, CA 92111-7319
858-292-3500 | [Contact Us](#)

[SDCOE Staff Directory](#)

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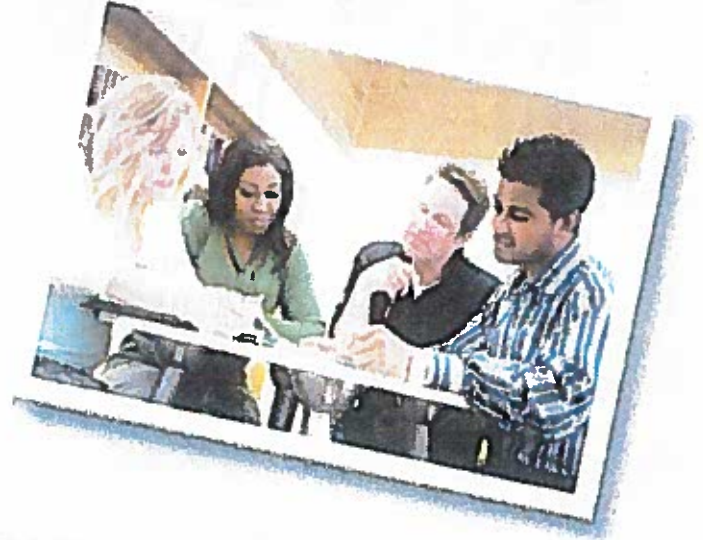


San Diego County Office of Education in partnership with
California State University Early Assessment Program

Expository Reading & Writing Course - Middle School

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

- 8th grade teacher



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

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

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

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

Available Middle School Cohorts

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

Class times 8:30am - 3:00pm

Registration fee \$320

August 17, 18 and September 22, 2016

Registration link:

<http://sdcoe.k12oms.org/1408-111381>

Registration deadline: August 10, 2016

September 20, 21 and November 1, 2016

Registration link:

<http://sdcoe.k12oms.org/1408-111382>

Registration deadline: September 16, 2016

Location:

Point Loma Nazarene University- Mission Valley
4007 Camino del Rio South, San Diego, CA 92108
Room: 204



Questions? Contact: Catalina Andrade catalina.andrade@sdcoe.net 858-569-5397

San Diego County Office of Education Event Calendar

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[None of the above](#)

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Event Details

Event Annual Summit on Student Engagement and Attendance
Date(s) Sep 09, 2016
Time 8:30 am - 3:30 pm
Facilitator(s) Bob Mueller
 Tracy Thompson
 Gabriela Delgado
Included Includes Continental Breakfast, Lunch and Materials
Location San Diego County Office of Education
Contact Tasha Smith
tashas@sdcoe.net
 P: (858) 292-3795

Registration Details

Status PENDING
Confirmation Number kel-kt83dc
Name Brandy Kelley
Educational Organization Dehesa Elementary School
Work Address 4612 Dehesa Road
 El Cajon, CA 92019-2922
Email brandy.kelley@dehesasd.net
Phone (619) 444-2161

Participant Comments/Questions/Special Requests*No Participant Comments/Questions/Special Requests*

Payment Details

Event Annual Summit on Student Engagement and Attendance \$ 50.00
Total Cost \$ 50.00

Preferred Payment Method Purchase Order

Comments PO 7034

Payment Instructions Send check payable to:
 San Diego County Superintendent of Schools
 San Diego County Office of Education

RegOnline[®] by Lanyon Host Your Own Event**Edupoint National Users Conference | November 3-4, 2016 | Anaheim, CA****Edupoint's 2016 National Users Conference****Thursday, November 03, 2016 10:00 AM - Friday, November 04, 2016 4:00 PM (Pacific Time)****Disneyland Hotel**

1150 Magic Way
Anaheim, California 92802
United States
714-778-6600

[Event Details](#)Phone: (480) 633-7500 [Email Us](#)

Thank you for registering for Edupoint's 2016 National Users Conference. Your registration was successful, and you will soon receive a confirmation email. Please make sure to **save your confirmation email**, as it will allow you to print out a copy of your session selections, make changes to your schedule, view/print your invoice, and reserve a hotel room.

You can print out a copy of your session selections and/or conference invoice below. Please note that the confirmation email you receive will allow you to do the same.

If you have any questions about your registration, payment method, or the conference in general, please contact us at Edupoint-UserConference@edupoint.com. We look forward to seeing you in November.

Attendee Information**Registration ID:** 94241188**Registrant:** Brandy Kelley
Administrative Clerk
Dehesa
CA**Registration Date:** 7/13/2016 2:53 PM**Registrant Type:** General Conference Registration**Status:** Confirmed**Work Phone:** 619-444-2161

Email: brandy.kelley@dehesasd.net

T-Shirt Size: T-Shirt - 2XL

Conference Materials: Book



Agenda

Synergy Attendance Functionality Overview ([Details](#))



Thursday, November 03, 2016 1:00 PM - 2:10 PM (Pacific Time)

Location: Exhibit Hall B/C

Synergy Special Education Setup & Configuration ([Details](#))



Thursday, November 03, 2016 2:20 PM - 3:30 PM (Pacific Time)

Location: Exhibit Hall I/J

Mass Scheduling ([Details](#))



Thursday, November 03, 2016 3:45 PM - 4:55 PM (Pacific Time)

Location: Exhibit Hall B/C

Synergy Online Registration ([Details](#))



Friday, November 04, 2016 9:00 AM - 10:10 AM (Pacific Time)

Location: Magic Kingdom Ballroom 3

Customer Perspectives: Synergy Admin Reports ([Details](#))



Friday, November 04, 2016 10:20 AM - 11:30 AM (Pacific Time)

Location: Exhibit Hall D/E

Synergy Special Education Translation ([Details](#))



Friday, November 04, 2016 1:00 PM - 2:10 PM (Pacific Time)

Location: Exhibit Hall I/J

New Year Rollover ([Details](#))



Friday, November 04, 2016 2:20 PM - 3:30 PM (Pacific Time)

Location: Castle A/B

Fees

Fee	Quantity	Unit Price	Amount
Fee			
Edupoint Users Conference - General Conference Registrant	1	\$475.00	\$475.00
Subtotal:			\$475.00
Total:			\$475.00

Transactions

Transaction Type	Date	Amount	Balance
Transaction Amount	7/13/2016	\$475.00	\$475.00
Current Balance:			\$475.00

Payment Method

Payment Method: P.O.
PO Number: 7015

Payment Instructions

Please email a copy of the Purchase Order to AccountsPayable@edupoint.com. An active PO is not required at time of registration.

Refund Information

A full refund of conference registration fees will be given if notification is received by September 15, 2016. No refunds will be provided after this date. Hotel arrangements must be cancelled with the Disneyland Resort directly.

Event Contact Information

Interested in hosting your own event?[Get Started!](#)

[Terms of Use](#)
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Quick, easy and affordable [online event registration](#) and [event management software](#) for all event sizes.

Foundation Series Workshops

Pupil Attendance Accounting for School Site Personnel



See matrix for key

Full-day workshop
Includes materials and lunch
Qualifies for 6.5 CEUs

Designed for

New and experienced personnel involved in pupil attendance accounting, including school site administrators, school site attendance clerks, pupil attendance administrators and coordinators, district chief financial officers, district attendance staff, county consultants to school districts, certified public accountants (CPAs), and audit staff.

Topics

State compliance issues; enrollment requirements; truancy laws; commonly asked questions and strategies to improve attendance.

Description

This workshop will cover state compliance requirements, audit preparation and strategies to improve pupil attendance. Presented from a site-level perspective, it will focus on daily attendance functions, especially those areas targeted for audit. District-level and CPA personnel are encouraged to attend to obtain information about site-level attendance requirements. Special emphasis will be placed on those areas targeted for audit by the independent auditors: attendance records and documents, statutory school day and year, partial-day absences, on-campus suspensions, class size regulations, and alternative education programs.

Presenter

Michele Dodge, CPA, Disario and Associates

“

Michele is an outstanding presenter. It's great to listen to someone who has hands-on experience and gives realistic information and solutions.

— BERTHA HERRERA GLOBAE, WHITTIER UNION HSD



Brandy Kelley <brandy.kelley@dehesasd.net>

CASBO Receipt

1 message

donotreply@casbo.org <donotreply@casbo.org>
Reply-To: donotreply@casbo.org
To: brandy.kelley@dehesasd.net

Mon, Aug 1, 2016 at 10:13 AM



California Association of School Business Officials
1001 K Street, 5th Floor
Sacramento, CA 95814
Phone: (916) 447-3783 Fax: (916) 447-3794

Receipt Number 282941
Receipt Date 08/01/2016

Bill To
Brandy Kelley
4612 Dehesa Rd
El Cajon, CA 92019-2922

Invoice Number	Product Area	Product Description	Subtotal
584768	EVT		445.00
		Total	445.00



Brandy Kelley <brandy.kelley@dehesasd.net>

CASBO Workshop: You're confirmed!

1 message

donotreply@casbo.org <donotreply@casbo.org>

Mon, Aug 1, 2016 at 10:23 AM

Reply-To: donotreply@casbo.org

To: brandy.kelley@dehesasd.net

Dear Brandy,

You're registered! Below are your event details for Pupil Attendance Accounting for School Site Personnel 10/3/16 - San Diego (also available in your CASBO account profile).

Once your order has been processed and finalized, you'll receive a separate email with your purchase receipt. Next, watch your inbox about one week prior to your event for a friendly reminder and more details.

If you have any questions about your registration, please contact Melissa Martinez, Professional Development Specialist; she'll be happy to help!

Sincerely,

California Association of School Business Officials

1001 K Street, 5th Floor, Sacramento, CA 95814 | (916) 447-3783

[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Google+](#)
Confirmation Number: 274413Customer Number: 1126538Brandy Kelley4612 Dehesa RdEl Cajon, CA 92019-2922brandy.kelley@dehesasd.net

Pupil Attendance Accounting for School Site Personnel 10/3/16 - San Diego

San Diego COESan Diego, CAOctober 3, 2016

Registrant Name	Date/Time	Description	Qty	Amount	Status
Brandy Kelley	10/03/2016 09:00 am - 04:30 pm	Pupil Attendance Accounting for School Site Personnel 10/3/16 - San Diego	1	445.00	ACTIVE

Registration Fee 445.00Total Amount Paid 0.00Balance 445.00

This is an automated email sent from the California Association of School Business Officials. Please do not reply to this email. It has been sent from an email account that is not monitored. If you feel you have received this message in error, please [contact us](#).



County of San Diego

MICHAEL VU
Registrar of Voters

REGISTRAR OF VOTERS

CYNTHIA L. PAES
Assistant Registrar of Voters

County Operations Center Campus
5600 Overland Avenue, Suite 100, San Diego, California 92123-1266

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TDD: (858) 694-3441
Facsimile: (858) 694-2955 Web Address: www.sdvote.com

July 12, 2016

DEHESA ELEMENTARY SCHOOL
DEHESA SCHOOL DISTRICT
4612 DEHESA RD
EL CAJON CA 92019

Poll Id: 2726
Poll Precinct: 555820
Community: DEHESA
Poll Rating: 12
Poll Type: SCH
Area: R1B

Dear Poll Owner/ Representative:

On behalf of the Registrar of Voters, thank you for your past participation by either hosting a poll site or standing by for future use.

Pursuant to Election Code Section 12283: "Authorization for the Use of Schools and Other Public Buildings, if a city or county elections official specifically requests the use of a school building for polling places on an Election Day, the governing body having jurisdiction over the particular school building shall allow its use for the purpose requested."

In accordance with the above-cited Election Code Section, at this time we are informing you that the following site may be needed as a poll site or may need to be available as a reserve poll site:

**DEHESA ELEMENTARY SCHOOL-BLDG D, RM 11
4612 DEHESA RD**

We may need this property as a poll site for the **Presidential General Election**, which will be held **Tuesday, November 8, 2016**. The poll workers would arrive at **6:00 a.m.** and would work as late as **9:30 p.m.** on Election Day. The poll site would be open for voting from 7:00 a.m. until 8:00 p.m. (*Election Code Section 14212*)

If your property is selected as a poll site for Election Day, you will receive a confirmation letter in the mail approximately 8 weeks prior to Election Day.

If your property is not selected as a poll site for Election Day, you will receive a notification letter in the mail approximately 7 weeks prior to Election Day and we will keep it as a reserve poll site.

One Touch Screen Voting Unit will be used for this election and an electrical outlet will be needed.

Please complete the enclosed form and return it to us no later than **July 29, 2016** either by mail (in the self-addressed postage-paid envelope provided), by fax at (858) 694-2955, or by email at orlando.bermio@sdcounty.ca.gov.

We look forward to working together again. The service you provide to the voters of your community and your continued partnership with the San Diego County Registrar of Voters is appreciated. If you have any questions, please call Orlando Bermio at (858) 505-7361. Thank you!

Sincerely,

Orlando Bermio
Sr. Precinct Planning Technician

Enc.

San Diego County Registrar of Voters

Poll Site Information Form Presidential General Election Tuesday, November 8, 2016

July 12, 2016

Poll Owner: DEHESA ELEMENTARY SCHOOL
DEHESA SCHOOL DISTRICT
4612 DEHESA RD
EL CAJON CA 92019

Poll Id: 2726
Poll Precinct: 555820
Community: DEHESA
Poll Rating: 12
Poll Type: SCH
Area: R1B

Poll Site Name and Address:

DEHESA ELEMENTARY SCHOOL-BLDG D, RM 11
4612 DEHESA RD
EL CAJON CA 92019

Poll Contact Name

NANCY HAUER, SUPERINTENDENT

Phone1 (Home/Bus)

(619) 444-2161

Phone2 (Cell/Other)

0-

Poll Owner Name

DEHESA SCHOOL DISTRICT

Phone1 (Home/Bus)

(619) 444-2161

Phone2 (Cell/Other)

0-

School Administrator/Principal

NANCY HAUER, SUPERINTENDENT / PRINCIPAL

Phone1 (Home/Bus)

nancy.hauer@dehesasd.net

Phone2 (Cell/Other)

Emergency Contact Information (Name and Phone Number)

Nancy Hauer

Poll Site Phone:

(619) 444-2161

IS THE POLL SITE NAME AND ADDRESS, CONTACT, AND FACILITY INFORMATION CORRECT? *If NO, update as necessary.*

NO YES

IS KEY PICK-UP REQUIRED?

Current key pick-up instructions:

Custodian is here at 6:00 AM

NO YES

MAY WE USE THE SAME ROOM?

If NO, please specify which room to use

NO YES

IS THIS SITE PROVIDED FREE OF CHARGE?

If NO, you will be paid \$50 for the poll location and an additional \$20 if you supply the table and chairs. Our records indicate you would like a payment of: \$50.00 + \$20.00

NO YES

CAN YOU PROVIDE 1 TABLE AND 5-6 CHAIRS?

Our records indicate you would like the Registrar of Voters to deliver:

0 Table(s) + 0 Chairs

NO YES

Poll Owner/Representative's Signature

Date:

Pursuant to Election Code Section 12287: "A candidate's residence shall not be designated as a polling place for an election at which that candidate's name will appear on the ballot." Contact us if you have any questions.

Pursuant to Election Code Section 12288: "A polling place may not be connected by a door, window, or other opening with any place where any alcoholic beverage is sold or dispensed while the polls are open."

Pursuant to Election Code Section 18370 (d): "No person, on election day, or at any time that a voter may be casting a ballot, shall, within 100 feet of a polling place or an elections official's office, do any electioneering." Any persons who violates any of the provisions of this section is guilty of a misdemeanor.

Please return this form to us no later than July 29, 2016 Thank You!

Preliminary List of School Poll Sites for November 8, 2016 Presidential General Election

7/12/2016

DEHESA SCHOOL DISTRICT

Some of these schools were used as Poll Sites for the June 7, 2016 Presidential Primary Election, and may or may not be used for the upcoming election.

Status: (A) The school site was used in the previous election; (I) The school site was in reserve or not available in the previous election.

Served: The number of times the school site was used as a poll.

Precinct	Served	Rating	Status	Poll Owner	School	Address	Zip Code
555820	1	12	A	DEHESA SCHOOL DISTRICT	DEHESA ELEMENTARY SCHOOL-BLDG D, RM 11	4612 DEHESA RD	92019



CALIFORNIA DEPARTMENT OF EDUCATION
TOM TORLAKSON, State Superintendent of Public Instruction
916-319-0800

CALIFORNIA STATE BOARD OF EDUCATION
MICHAEL W. KIRST, President
916-319-0827

NOTICE OF PROPOSED RULEMAKING

AMENDMENT TO CALIFORNIA CODE OF REGULATIONS, TITLE 5, REGARDING HISTORY–SOCIAL SCIENCE INSTRUCTIONAL MATERIALS ADOPTION

[Notice published July 29, 2016]

NOTICE IS HEREBY GIVEN that the State Board of Education (SBE) proposes to adopt the regulations described below after considering all comments, objections, or recommendations regarding the proposed action.

PUBLIC HEARING

California Department of Education (CDE) staff, on behalf of the SBE, will hold a public hearing at 9:30 a.m. on September 14, 2016, at 1430 N Street, Room 1801, Sacramento, California. The room is wheelchair accessible. At the hearing, any person may present statements or arguments, orally or in writing, relevant to the proposed action described in the Informative Digest. The SBE requests, but does not require, that persons who make oral comments at the public hearing also submit a written summary of their statements. No oral statements will be accepted subsequent to this public hearing.

WRITTEN COMMENT PERIOD

Any interested person, or his or her authorized representative, may submit written comments relevant to the proposed regulatory action to:

Debra Thacker, Regulations Coordinator
Administrative Support and Regulations Adoption Unit
California Department of Education
1430 N Street, Room 5319
Sacramento, CA 95814

Comments may also be submitted by facsimile (FAX) at 916-319-0155 or by e-mail to regcomments@cde.ca.gov.

Comments must be received by the Regulations Coordinator prior to 5:00 p.m. on September 14, 2016. All written comments received by CDE staff during the public comment period are subject to disclosure under the Public Records Act.

AVAILABILITY OF CHANGED OR MODIFIED TEXT

Following the public hearing and considering all timely and relevant comments received, the SBE may adopt the proposed regulations substantially as described in this Notice

or may modify the proposed regulations if the modifications are sufficiently related to the original text. With the exception of technical or grammatical changes, the full text of any modified regulation will be available for 15 days prior to its adoption from the Regulations Coordinator and will be mailed to those persons who submit written comments related to this regulation, or who provide oral testimony at the public hearing, or who have requested notification of any changes to the proposed regulations.

AUTHORITY AND REFERENCE

Authority: Sections 33031 and 60206, Education Code.

References: Sections 60200, 60207 and 60212, Education Code.

INFORMATIVE DIGEST/POLICY STATEMENT OVERVIEW

California Education Code section 60212, which became effective July 24, 2015, requires the collection of fees from publishers voluntarily choosing to participate in an adoption of basic instructional materials for history–social science pursuant to Education Code section 60200. While Education Code section 60200 and the California Code of Regulations, title 5, sections 9510 through 9525 establish the process by which the CDE and the SBE conduct instructional materials adoptions, title 5 does not address the process for collecting fees for history-social science, as specified in Education Code section 60212, nor the amount of the fee. These proposed new regulations will address this fee and the CDE's collection process. These regulations will allow the CDE and the SBE to conduct a history–social science instructional materials adoption and provide to local educational agencies (LEAs) and the public a list of SBE approved and recommended kindergarten through grade eight instructional materials.

Anticipated Benefits of the Proposed Regulation

The proposed regulations will benefit the State of California by offsetting the costs of conducting history-social science instructional materials adoption. No State General Funds will be required due to the requirement of submission fees to be paid by publishers voluntarily participating. The fiscal impact of the publisher fee on business is offset by the potential gains. While these regulations will enact a \$5,000 per grade level per program publisher participation fee, publishers whose instructional materials are adopted by the SBE will benefit from extensive marketing exposure and recognition by school districts that the materials have been thoroughly vetted. School districts in turn will benefit from the availability of a list of instructional materials programs that have been reviewed for consistency with an SBE-adopted evaluation criteria.

Determination of Inconsistency/Incompatibility with Existing State Regulations

The CDE reviewed all state regulations relating to instructional materials and found that

none exist that are inconsistent or incompatible with these regulations regarding kindergarten through grade eight history-social science instructional materials. The proposed regulations add an element of detail specific to one adoption process as set forth in Education Code section 60212, which became effective July 24, 2015.

DISCLOSURES REGARDING THE PROPOSED ACTION/ FISCAL IMPACT

The SBE has made the following initial determinations:

There are no other matters as are prescribed by statute applicable to the specific state agency or to any specific regulations or class of regulations.

The proposed regulations do not require a report to be made.

Mandate on local agencies and school districts: None

Cost or savings to any state agency: None

Costs to any local agencies or school districts for which reimbursement would be required pursuant to Part 7 (commencing with section 17500) of division 4 of the Government Code: None

Other non-discretionary costs or savings imposed on LEAs: None

Costs or savings in federal funding to the state: None

Significant, statewide adverse economic impact directly affecting business including the ability of California businesses to compete with businesses in other states: None

Cost impacts on a representative private person or businesses: The SBE is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

Effect on housing costs: None

Effect on small businesses: The proposed regulations would not have an adverse effect on any small business because small businesses may request a reduced participation fee. Education Code section 60212(b) stipulates that “before incurring substantial costs” for the adoption, the CDE “shall assess a fee” from publishers who have declared their intent to submit instructional materials for consideration of SBE adoption. The law allows the SBE to reduce the fee for a small publisher, defined as “an independently owned or operated publisher or manufacturer that is not dominant in its field of operation and that, together with its affiliates, has 100 or fewer employees, and has

average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years."

RESULTS OF THE ECONOMIC IMPACT ANALYSIS

The SBE concludes that it is unlikely that these proposed regulations will: 1) create or eliminate jobs within California; 2) create new businesses or eliminate existing businesses within California; or 3) adversely affect the expansion of businesses currently doing business within California.

The fiscal impact of the publisher fee on business is offset by the potential gains. While these regulations will enact a \$5,000 per grade level per program publisher participation fee, publishers whose instructional materials are adopted by the SBE will benefit from extensive marketing exposure and recognition by school districts that the materials have been thoroughly vetted.

Benefits of the Proposed Action: The proposed regulations will benefit the State of California by offsetting the costs of conducting an instructional materials adoption. No State General Funds will be required due to the requirement of submission fees to be paid by publishers voluntarily participating.

CONSIDERATION OF ALTERNATIVES

The SBE must determine that no reasonable alternative it considered or that has otherwise been identified and brought to the attention of the SBE, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

The SBE invites interested persons to present statements or arguments with respect to alternatives to the proposed regulations at the scheduled hearing or during the written comment period.

CONTACT PERSONS

Inquiries concerning the content of these proposed regulations should be directed to:

David Almquist, Education Programs Consultant
Curriculum Framework & Instructional Resources Division
California Department of Education
1430 N Street, Suite 3207
Sacramento, CA 95814
Telephone: 916-319-0444

Inquiries concerning the regulatory process may be directed to the Regulations Coordinator or the backup contact person, Hillary Wirick, Regulations Analyst, at 916-319-0860.

INITIAL STATEMENT OF REASONS AND INFORMATION

The SBE has prepared an Initial Statement of Reasons for the proposed regulations and has available all the information upon which the proposal is based.

TEXT OF PROPOSED REGULATION AND CORRESPONDING DOCUMENTS

Copies of the exact language of the proposed regulations, the Initial Statement of Reasons, and all of the information upon which the proposal is based, may be obtained upon request from the Regulations Coordinator. These documents may also be viewed and downloaded from the CDE's Web site at <http://www.cde.ca.gov/re/lr/rr/>.

AVAILABILITY AND LOCATION OF THE FINAL STATEMENT OF REASONS AND RULEMAKING FILE

All the information upon which the proposed regulations are based is contained in the rulemaking file which is available for public inspection by contacting the Regulations Coordinator.

You may obtain a copy of the Final Statement of Reasons, once it has been finalized, by making a written request to the Regulations Coordinator.

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973*, the *Americans with Disabilities Act of 1990*, and the *Unruh Civil Rights Act*, any individual with a disability who requires reasonable accommodation to attend or participate in a public hearing on proposed regulations, may request assistance by contacting the Curriculum Frameworks & Instructional Resources Division, 1430 N Street, Suite 3207, Sacramento, CA, 95814; telephone, 916-319-0881. Please request assistance at least two weeks prior to the hearing.



County of San Diego

DAVID HALL, CCB
EXECUTIVE OFFICER/CLERK

CLERK OF THE BOARD OF SUPERVISORS
1600 PACIFIC HIGHWAY, ROOM 402, SAN DIEGO, CALIFORNIA 92101-2471
PHONE (619) 531-5600 FAX (619) 595-4618
www.sandiegocob.com

ANDREW POTTER
ASSISTANT CLERK OF THE BOARD

June 30, 2016

TO: County Departments
Agency Officials

FROM: David Hall
Clerk of the Board of Supervisors

CONFLICT OF INTEREST CODE BIENNIAL REVIEW

Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the code must be amended. Once the determination has been made, a notice must be submitted to the code reviewing body.

The San Diego County Board of Supervisors, as the code reviewing body for your agency, hereby notifies you of the requirements of this Government Code Section. In order to comply with these requirements, the following is required:

1. Review your Agency's Conflict of Interest Code including designated employees and disclosure categories. Conflict of Interest Codes are available on-line at:
http://www.sdcounty.ca.gov/cob/conflict_interest/
2. Determine whether or not amendments are necessary. If no amendments are necessary, go to item 3. If amendments are necessary, go to items 4 and 5.
3. If no amendments are necessary, complete the form of official action (Biennial Reply Form enclosed with this letter) indicating that no amendment is required and return it to the Clerk of the Board no later than **October 1, 2016**. No further action will be required beyond returning the form of official action.
4. If amendments are necessary:
 - a. Complete the form of official action (Biennial Reply Form enclosed with this letter) indicating that an amendment is required and return it to the Clerk of the Board no later than **October 1, 2016**; and

Conflict of Interest Biennial Review

Page 2

July 1, 2016

- b. Amend your Conflict of Interest Code and submit to the Clerk of the Board no later than **October 10, 2016**. County Counsel has developed a Model Conflict of Interest Code and provided additional resources to help simplify the process. You are not required to use this model. The Model Code and additional written material are available at the Clerk of the Board's website at the following address:

http://www.sdcounty.ca.gov/cob/conflict_interest/

The Clerk of the Board will submit the proposed amendments to the Board of Supervisors for approval. An Agency's amended Conflict of Interest Code is not effective until the Board of Supervisors has approved it. The Clerk of the Board will notify you upon Board action.

Please complete and submit the enclosed Biennial Review Reply Form, signed by the head of your agency/department, and mail to the Clerk of the Board of Supervisors, Attn: Biennial Review, 1600 Pacific Highway, Room 402, San Diego, CA 92101, no later than October 1, 2016.

Fair Political Practices Commission

The FPPC has electronic resources to assist you in this process. Online resources include "Local Government Agencies – Adopting & Amending Conflict of Interest Codes" and other articles available on the FPPC website:

<http://www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html>

Non-Compliance Agencies

Agencies who fail to respond by the deadline may be referred to the FPPC's enforcement division for investigation and possible prosecution.

Thank you for your prompt attention to this matter. If further information is needed, you may call Sarah Panfil, Senior Board Assistant, Public Services, Clerk of the Board of Supervisors, at (619) 685-2593.



DAVID HALL

Clerk of the Board of Supervisors

TJP:GA:sp
Attachments

cc: Helen Robbins-Meyer, Chief Administrative Officer
Thomas Montgomery, County Counsel
Communications Received (CR)

**2016 CONFLICT OF INTEREST CODE
BIENNIAL REVIEW REPLY FORM
DUE DATE: OCTOBER 1, 2016**

Contact Person: _____ Telephone Number: _____

Name of Agency: _____

Mailing Address: _____

This agency has reviewed its conflict of interest code and has determined that:

Amendments are necessary: (Attach Amended Code)
(Check all that applies)

Include new positions (including consultants) which must be designated

Revise the titles of existing positions

Delete titles of positions that have been abolished

Delete positions that manage public investments

Revise disclosure categories

Other _____

No amendments are necessary. Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; the disclosure assigned to those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foresee-ably be affected materially by the decision made by those designated positions; and the code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer: _____ Date: _____

You must complete this report regardless of how recently your code was approved or amended. **Please return this report no later than October 1, 2016 to:**

**Clerk of the Board of Supervisors
(Conflict of Interest Code)
1600 Pacific Highway, Room 402
San Diego, CA 92101**

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Lori Wigg
Business Manager

Subject: Monthly Budget Update

Meeting Date: August 18, 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 August 9, 2016)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$669,751
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND (FD 39)	\$128,490
12-06	CHILD DEVELOPMENT FUND	\$10,600
13-00	CAFETERIA SPECIAL REVENUE FUND	\$19,006
14-00	DEFERRED MAINTENANCE FUND	\$101,803
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	479,482
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$67,979
21-39	BUILDING FUND	\$334,303
25-19	CAPITAL FACILITIES/SB2068 FUND	\$131,746
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$7,473
	GRAND TOTAL	\$1,950,632

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

Dehesa School District
Capital Facilities Funds 25-19

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: August 18, 2016
- Action
 - First Reading
 - Information
 - Presentation
 - Public Hearing
 - Roll Call Vote Required
 - Discussion

Projected Enrollment

By Grade Level

Kindergarten.....	17
1st Grade	18
2nd Grade	14
3rd Grade	15
4th Grade	21
5th Grade	26
6th Grade	19
7th	16
8th	17
163	

End-of-the-Year Enrollment

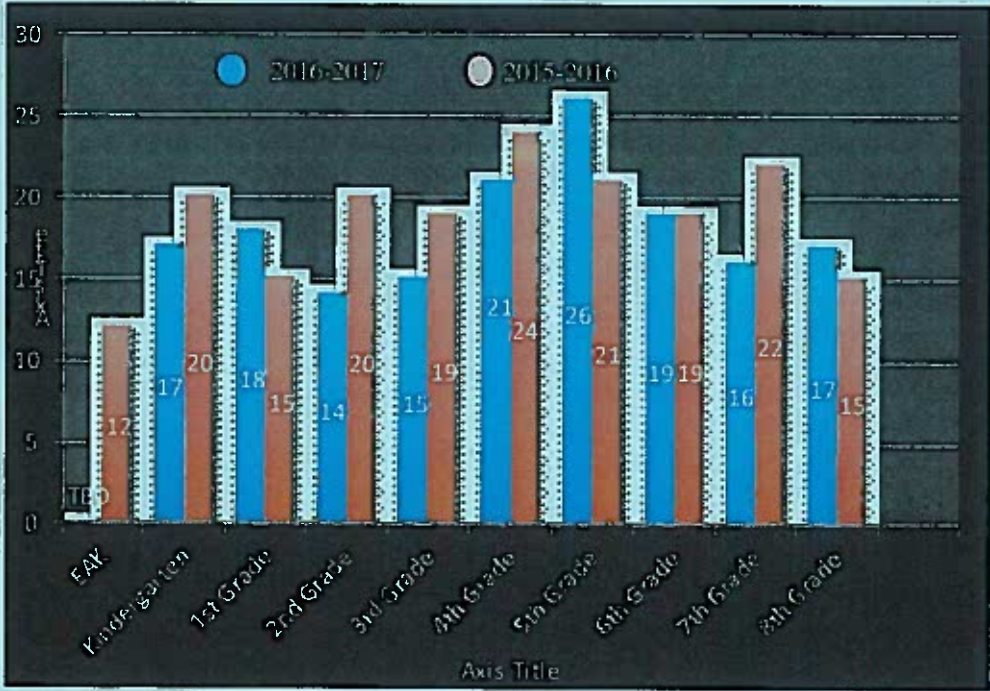
By Grade Level

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



Annual Board Items

July

- Title VII Compliance Report (PL 874)
- ELAP Application (If we qualify)
- 45 Day Budget Update
- Quarterly Williams Report

August

- Unaudited Actuals
- Back to School Plans
- CIMI Fox Landing Contract
- Contracts: ABA, Speech, Vista Hill
- Deferred Maintenance Report

September

- Unaudited Actuals
- GANN Limit
- CSBA Conference Planning
- Back-to-School Night Report
- Public Hearing –Availability of Textbooks and Instructional Materials
- Test Scores

October

- Quarterly Williams Report

November

- CSBA Delegate Nominations
- Developer Fee Report
- Hire an EAK Teacher

December

- Oath of Office (if applicable)
- Election of Officers
- Calendar of Meeting Dates
- 1st Interim Report Criteria and Standards

January

- Audit Report
- PI ADA Update
- Quarterly Williams Report

February

- Bond Audit
- CARS Winter Data Collection
- PL 874 Impact Aid Annual Policy Review

March

- Interdistrict Attendance Agreements
- 2nd Interim Budget
- SDCSBA/ACSA Trustees Dinner

April

- Next Year's Calendar Approval
- P2 ADA Update
- Transportation Agreement
- Quarterly Williams Report

May

- Declaration of Need for Fully Qualified Educators
- Temporary Transfer of Funds (if needed)
- Deferred Maintenance List of Summer Projects
- Resolutions Designating Authorized Agents (4) SDCOE Annual
- YMCA Lease Agreement

June—Meeting 1

- Public Hearing - Budget
- Public Hearing—LCAP
- Excess Reserve Disclosure

June—Meeting 2

- Public Hearing—Title VII Application
- CSBA Membership Renewal
- EPA Resolution
- Budget Approval
- LCAP Approval
- Intra Budget Transfer Resolution
- CARS Spring Data Collection

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Achieve 3000 purchase

Meeting Date: August 18, 2016

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

Background: Dehesa is working on our Language Arts adoption this year. We will be piloting a few adoptions for all grade levels. In addition, we would like to purchase Achieve 3000 for grades 4-8. Achieve 3000 has the world's most advanced and patented online model of differentiated instruction. This program differentiates lessons at 12 levels of English and 7 levels of Spanish to ensure all learners engage at their individual reading levels accelerating reading gains, boosting mastery of Common Core Standards, prepare students for state testing, college, career and beyond.

Report: Across all demographics students using Achieve 3000 literacy solutions regularly exceed their expected Lexile reading growth by an average of 72 points, or more than two times the expected reading gains. Achieve 3000 is uniquely designed to meet the needs of the classroom with a diverse mix of student abilities and needs. The differentiated instruction and adaptive content system integrates ongoing assessment, engaging nonfiction content, scaffolds and linguistic support for struggling students and English language learners.

Financial Impact: The cost for a one year license for grades 4-8 is \$4,472.00. The funding source is the General Fund.

Student Impact: Every student in class reads the same grade appropriate content differentiated at their individual reading level, empowering all students to fully participate in whole-class instruction and discussions

Recommendation: Administration encourages the purchase of Achieve 3000 to support literacy and increase achievement in grades 4-8. Multiple districts have reported significant gains using this program.

Agenda Item #:VII.C.1



Quote ID: 81933

Quote Date: 08/01/16

Subscription Period: 08/01/16 - 06/30/17

Valid Until: 08/31/16

Client Information

Account Name: Dehesa Elementary School	
Address	Client
4612 Dehesa Rd El Cajon, CA 92019 Phone: 619-444-2161	Tamara Ripke Email: tamara.ripke@dehesasd.net Phone: 619-444-2161

Order Information

Item #	Product	Cost	Qty	Total
2016-LIT-PRO-STDT	Achieve3000®'s Pro Differentiated Literacy Solution: includes 1 student license	\$42.00 per student	96	\$4,032.00
2016-OPLSI	Online Professional Learning Services: (1) 90-Minute Virtual Classroom session	\$440.00 per session	1	\$440.00
Subtotal:				\$4,472.00
ORDER TOTAL:				\$4,472.00

See Next Page for Quote Acceptance



Quote ID: 81933

Acceptance

_____	Achieve3000
<i>Account Name</i>	
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Name, Title</i>	<i>Name, Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

The Complete Signed Quote and Purchase Orders can be sent to:
Achieve3000
1985 Cedar Bridge Ave., Suite 3
Lakewood, NJ 08701
Fax: 316-221-0718
Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms. By signing this quote, you are agreeing to such terms and conditions.

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Lori Wigg

Subject: Approve First Amendment to
Construction Services
Agreement, Site Lease and
Sublease

Meeting Date: August 18, 2016

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

Background:

The Construction Services Agreement between Dehesa School District and West Coast Air Conditioning Co, Inc. was approved by the Board of Trustees in February 2015. The guaranteed maximum price (GMP) on the original agreement was \$3,897,055. The attached amendment revises the GMP to reflect the final closeout price of \$3,907,093.

Report:

N/A

Financial Impact:

The financial impact of the amendment is \$10,038.

Student Impact:

N/A

Recommendation:

Administration recommends approval of the First Amendment to the Construction Services agreement, site lease and sublease as attached.

Agenda Item #:VII.C.2

**FIRST AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT, SITE LEASE AND SUBLEASE**

This First Amendment is made this 10th day of August 2016, by and between the Dehesa Elementary School District, a California School District organized and existing under the laws of the State of California (hereunder called the "District"), and West Coast Air Conditioning Co., Inc., a corporation duly organized and operating under the laws of the State of California ("Contractor").

RECITALS

WHEREAS, the District and Contractor originally entered into a Lease-Leaseback Contract for the Dehesa Elementary School New Classroom Building(s) Project ("Project") on or about February 20, 2015, which consisted of a Site Lease, Sublease, and Construction Services Agreement (collectively, the "LLB Contract Documents"); and

WHEREAS, the LLB Contract Documents may be amended by the mutual written agreement of the parties; and

WHEREAS, the District and Contractor now desire to amend the LLB Contract Documents to clarify the terms of the Contractor's lease of the Project site subject to the terms and conditions of this First Amendment.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The District and Contractor mutually desire to amend the LLB Contract Documents, as follows:

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. **The Guaranteed Maximum Price for the project shall be \$3,907,093. A complete breakdown of the Estimated GMP is also included as part of Exhibit "A" the Project Description.**

2. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the LLB Contract Documents shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the LLB Contract Documents, in duplicative, as of the day and year first above written.

CONTRACTOR:

WEST COAST AIR CONDITIONING CO., INC.

BY: _____

ITS: _____

THE DISTRICT:

DEHESA SCHOOL DISTRICT

BY: _____

ITS: _____

DRAFT

DEHESA SCHOOL DISTRICT

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

Meeting Date: August 18, 2016

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

Background:

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

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

Report:

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

Financial Impact:

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

Student Impact:

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

Recommendation:

Administration recommends approval of the CIMI contract.

Agenda Item #: VII.C.3

Dehesa Elementary at CIMI Fox Landing

Monday, May 1, 2017 to Friday, May 5, 2017

Invoice: 200-19173

Return signed contract & deposit by 4/1/2016

Guided Discoveries, Inc.

27282 Calle Arroyo

San Juan Capistrano, CA 92675

(909) 625-6194

Group Attending

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

Primary Contact: Mynor Pinillos
Mobile Phone: 619-375-9684
Email: mynor.pinillos@dehesasd.net

Luggage Color: Turquoise

Trip Logistics

Arrival Date: 5/1/2017

Departure Date: 5/5/2017

FULL DEPOSIT PAYMENT OF \$1,680.00 IS DUE 4/1/2016

Adjustment Date (90 Days Prior): 1/31/2017

Please arrive at Catalina Classic Cruises not later than 8:30 AM for check-in. The boat is scheduled to leave promptly at 9:30 AM. Boats return to Long Beach at approximately 2:30 PM on Sundays, between 3:00-4:00 PM on Wednesdays and between 2:30-3:30 PM on Fridays. We do our utmost to adhere to the boat schedule, but it is subject to change due to weather and sea conditions and other factors beyond our control. Please bring a sack lunch for each participant on arrival day. We require that you bring one adult for each group of 15 students. Those adults are charged half tuition. Additional approved adults are charged full tuition.

Tuition Fee Structure

	Amount	Tuition	Total
Total Reserved Students	19	\$455.00	\$8,645.00
Total Reserved 1/2 Tuition Adults	2	\$227.50	\$455.00
Total Reserved Full Tuition Adults		\$455.00	\$0.00
	21		\$9,100.00

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

Total deposit due: \$1,680.00

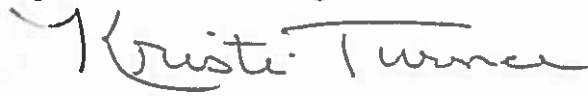
Total due at camp: \$7,420.00

Acceptance

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

Signature of Authorized Agent

Date



8/10/2016

Guided Discoveries

Date

Denesa Elementary at CIMI Fox Landing
Monday, May 1, 2017 to Friday, May 5, 2017

Terms and Conditions

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

Cancellations

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

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: School Psychologist
Consultant Agreement

Meeting Date: August 18, 2016

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

Background:

Prior to the 2009-2010 school year, the School Psychologist services for the Dehesa School District were provided through the San Diego County Office of Education. Due to budget cuts, the San Diego County Office of Education is no longer able to provide this service for our district.

Report:

Mr. Stravasnik has a very extensive background in Special Education. He is currently a part time school psychologist for both Lakeside and Mountain Empire School Districts. He is a highly respected professional, is very thorough in his assessments and has agreed to serve as the Psychologist Consultant for our district.

Financial Impact:

It is imperative that we have a School Psychologist available to assess for learning disabilities, to conduct initial and triennial assessments, and as a consultant in crisis situations.

Recommendation:

Administration recommends that the Board take action to approve the School Psychologist Consultant Agreement between Richard Stravasnik and the Dehesa School District.

Agenda Item #:VII.C.4

CONSULTANCY AGREEMENT
BETWEEN THE
DEHESA SCHOOL DISTRICT
AND
RICHARD STRAVASNIK,
SCHOOL PSYCHOLOGIST

Mr. STRAVASNIK has a very extensive background in Special Education. He is currently a part time school psychologist for the Mountain Empire and Lakeside School Districts. He is a highly respected professional, is very thorough in his assessments and has agreed to serve as the Psychologist Consultant for our District.

The School Psychologist Consultant will:

- Prepare assessment plan and obtain parent permission for evaluation(s).
- Communicate with child's teacher(s) and related service providers to gain a perspective on how the child is performing in school.
- Observe the student in the educational setting (if appropriate)
- Write an evaluation report, including all legally required components and have it ready at prior to the IEP meeting.
- Ensure assessments are completed within the mandated time line.
- Participate in the IEP meeting in person to discuss evaluation results.
- Release test protocols, notes, etc. to the school district representative.
- Serve as a consultant to staff as needed.

Mr. Stravasnik will work a minimum of 38 days and will be paid at a rate of \$60.00 per hour. (One day per week.) If additional hours are needed he will be paid at the same hourly rate. Mr. Stravasnik will provide additional hours/services on an as needed basis by the District.

The terms of this agreement will be effective August 19, 2016 through June 30, 2017.

Nancy Hauer, Superintendent

Richard Stravasnik

8/19/16

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt Nancy Hauer

From: Lori Wigg

Subject: Approve Increase in
Student Lunch Price

Meeting Date: August 18, 2016

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

Background/Report:

Pursuant to the Healthy, Hunger-Free Kids Act of 2010, school districts are required to gradually increase the price of school lunches each year until the district's price per lunch equals the difference between the federal rate of reimbursement for a free school lunch and a paid school lunch. For the 2016-17 school year, the difference between these two rates is \$2.80. The current lunch price in Dehesa is \$2.50 per meal. It is recommended that the District increase the lunch price to \$2.75-\$3.00 per meal.

Financial Impact:

On average, the District serves between 600 and 700 paid lunches per month. The additional \$0.25-\$0.50 per meal would increase revenues in the Cafeteria fund by about \$1,500-\$3,500.

Student Impact:

The cost of a student lunch would increase by \$0.25-\$0.50 for the students that purchase lunches daily (about 35% of the lunches served each day).

Recommendation:

It is recommended that the Board approve the increase in the cost student lunches to \$2.75-\$3.00.

Agenda Item #:VII.C.5

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Personnel
Recommendations

Meeting Date: August 18, 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 accept the resignation of two certificated teachers effective 7/22/2016.
2. To hire 2 certificated teachers effective 8/18/2016. (To fill open positions due to resignations.)

Classified:

1. To accept the resignation of a 3.75 hour per day special education instructional assistant effective 8/4/2016.
2. To reinstate the Student Care Coordinator Position 25 hours per week 12 months per year, effective 8/18/16
3. To reinstate one Student Care Assistant Position 10-18.75 hours per week/12 months per year.

Agenda Item #:VII.F.1