



Governing Board Agenda

January 10, 2018

Welcome

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

Our Governance Team

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

Barbara Avalos, Member

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2020.

Maria Betancourt-Castañeda, President

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Leighangela Brady, Secretary

Dr. Brady was first appointed as Superintendent in August 2016.

Brian Clapper, Member

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2020.

Maria Dalla, Member

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Alma Sarmiento, Clerk

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2018.

This meeting may be recorded

In accordance with Board Policy, audiotapes of Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to schedule an appointment to listen to the audiotape.

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the office of the Superintendent located at 1500 N Avenue, National City, California, 91950.

Speaking to the Board

If you wish to speak to the Board, please fill out a Request to Speak card located on the table at the entrance to the Board Room and give it to the Recording Secretary. Board policy and state law stipulate that no oral presentation shall include charges or complaints against any employee of the District, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in Closed Session unless the employee requests a public hearing. All such charges or complaints therefore must be submitted to the Board under the provision of the District's policy. At the appropriate time, the Board President will invite speakers to approach the podium. Please use the microphone and state your name and address. This information is necessary in order to maintain accurate records of the meeting. Speakers are requested to limit their remarks to three minutes.

Compliance with Americans With Disabilities Act

The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such accommodation.

Translation Services

Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

Equal Opportunity Employer

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Director--Human Resources, 1500 N Avenue, National City, California, 91950, phone 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.



**NATIONAL
SCHOOL DISTRICT**

CORE VALUES



We Believe...
Children first.
Relationships matter.
Whatever it takes!

VISION

Our Promise...
Exceptionally Prepared Learners;
Innovative and Compassionate World Citizens



MISSION

Creating Successful Learners... Now.
Each student in the National School District receives an exemplary, world-class education in a safe and nurturing environment. By collaborating with educators, staff, parents and our diverse community, all students attain the skills essential to succeed and thrive in a competitive, global society.





REGULAR MEETING OF THE GOVERNING BOARD

Administrative Center
1500 "N" Avenue
National City, CA 91950

Wednesday, January 10, 2018

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

AGENDA

If you wish to speak to the Board, please fill out a *Request to Speak* card located on the table at the entrance to the Board Room.

NATIONAL SCHOOL DISTRICT
1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now

January 10, 2018

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board
President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 4:30 P.M.

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #503926

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
One Case

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Closed session in accordance with Government Code Section 54957.6: CONFERENCE
WITH LABOR NEGOTIATOR
Agency negotiator: Leticia Hernandez
Employee organizations: California School Employees Association
National City Elementary Teachers Association

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

January 10, 2018

9. PRESENTATIONS

9.A. Presentation by John Otis School students.

Felipe De La Peña,
Principal, John Otis
School & Brian
Clapper, Board
Member

9.B. Recognize Mrs. Maria Medina, John A. Otis School, as the National School District Volunteer of the Month for January 2018.

Felipe De La Peña,
Principal, John Otis
School & Maria Dalla,
Board Member

9.C. Recognize Mrs. Roxanne Ware, School Psychologist, Kimball School, as National School District Employee of the Month for January 2018.

Sonia Ruan, Principal,
Kimball School &
Alma Sarmiento,
Board Member

9.D. Introduce and welcome the new employees.

Leticia Hernandez,
Director, Human
Resources

9.E. Superintendent's mid-year presentation on progress at National School District.

Leighangela Brady,
Superintendent

10. PUBLIC COMMUNICATIONS

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Maria Betancourt-
Castañeda, Board
President

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Betancourt-
Castañeda, Board
President

January 10, 2018

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on December 13, 2017.

Leighangela Brady,
Superintendent

12.B. Administration

12.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

Leighangela Brady,
Superintendent

12.C. Human Resources

12.C.I. Ratify/approve recommended actions in personnel activity list.

Leticia Hernandez,
Director, Human
Resources

12.C.II. The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Director, Human Resources.

Leticia Hernandez,
Director, Human
Resources

12.D. Educational Services

12.D.I. Approve School Accountability Report Cards (SARC) for the 2016-2017 school year (Exhibit A).

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

12.E. Business Services

12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for Bid #17-18-176 for Modular Building Foundation Repairs at Rancho de la Nación School.

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Approve Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services.

Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Approve Consultant Contract #CT3455 with San Diego County Pathology Services to provide Speech and Language therapy services and assessment to identified students.

Paula Jameson-
Whitney Assistant
Superintendent,
Educational Services

January 10, 2018

14.B. Approve Contract #CT3460 with Viator to provide an ADA compliant vessel for the fifth grade Whale Watching field trip.

Paula Jameson-Whitney, Assistant Superintendent Educational Services

15. HUMAN RESOURCES - None

Leticia Hernandez, Director, Human Resources

16. BUSINESS SERVICES

16.A. Award Contract #CT3456 to BCK Programs, LLC for Green Consultant Services.

Christopher Carson, Assistant Superintendent, Business Services

16.B. Authorize the Assistant Superintendent of Business Services to enter into an Affiliation Agreement with the Food Science and Human Nutrition Department at Iowa State University.

Christopher Carson, Assistant Superintendent, Business Services

16.C. Approve Continued Delegation of Authority in Regard to Awarding of Emergency Contracts for the Palmer Way flooding, pursuant to Public Contract Code Section 22050 et. seq.

Christopher Carson, Assistant Superintendent, Business Services

16.D. Presentation and approval of National School District Audit Report and its findings for the 2016-2017 fiscal year.

Christopher Carson, Assistant Superintendent, Business Services

16.E. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2016-2017 fiscal year.

Christopher Carson, Assistant Superintendent, Business Services

16.F. Accept receipt of Beacon Classical Academy National City Charter School Audit Report and its findings for the 2016-17 fiscal year.

Christopher Carson, Assistant Superintendent, Business Services

17. BOARD WORKSHOP – None

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

Agenda Item: **1. CALL TO ORDER**

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **3. ADJOURN TO CLOSED SESSION**

Agenda Item: **4. CLOSED SESSION - 4:30 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
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WITH LABOR NEGOTIATOR
Agency negotiator: Leticia Hernandez
Employee organizations: California School Employees Association
National City Elementary Teachers Association

Agenda Item: **5. RETURN TO OPEN SESSION**

Agenda Item: **6. CALL TO ORDER**

Agenda Item: **7. PLEDGE OF ALLEGIANCE**

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Ms. Leticia Hernandez, Director-Human Resources

Ms. Paula Jameson-Whitney, Assistant Superintendent-Educational Services

Agenda Item: **9. PRESENTATION**

Agenda Item: **9.A. Presentation by John Otis School students.**

Speaker: Felipe De La Peña, Principal, John Otis School & Brian Clapper, Board Member

Quick Summary / Abstract: The sixth grade students from John Otis School will present information regarding their learning experience at Junior Achievement BizTown. This was the first year students from John Otis School attended JA BizTown, and their post-test results show that they learned how our nation's economy works.

During the five-hour visit to JA BizTown, students assumed the role of a working class citizen, such as that of a mayor, police officer, bank CEO, and many other job professions. As a JA BizTown citizen, students had to attend meetings, manage their checking accounts, and purchase items with their JA BizTown paycheck.

It was a great experience for our students and they are anxious to share their learning with the National School District Board Members.

Agenda Item: **9.B. Recognize Mrs. Maria Medina, John A. Otis School, as the National School District Volunteer of the Month for January 2018.**

Speaker: Felipe De La Peña, Principal, John Otis School & Maria Dalla, Board Member

Quick Summary / Abstract: It has been the practice of the National School District to honor and recognize volunteerism in the District.

Comments: It is with great pleasure that John A. Otis School recognizes Mrs. Maria Medina as National School District's Volunteer of the Month. For the last five years, Mrs. Medina has always been willing to help out in all school activities, no matter how small or big the activity might be. Whether it is spending several hours volunteering at our movie night events, Fall Festival or volunteering to hand out shoes during our December shoe giveaway, Mrs. Medina volunteers her time for the benefit of the John Otis learning community. Mrs. Medina has two children at John Otis as well as three grandchildren. All five students are among the most respectful and responsible students at John Otis, and that is a direct reflection on their awesome role model, Mrs. Medina. On behalf of everyone at John Otis, we want to thank her for her positive attitude and for her extraordinary commitment to the staff, students and parents of John Otis Elementary.

Agenda Item: **9.C. Recognize Mrs. Roxanne Ware, School Psychologist, Kimball School, as National School District Employee of the Month for January 2018.**

Speaker: Sonia Ruan, Principal, Kimball School & Alma Sarmiento, Board Member

Quick Summary / Abstract: Kimball School would like to recognize Mrs. Roxanne Ware, School Psychologist as the Employee of the Month for January 2018.

Comments: Mrs. Ware is a dedicated, nurturing and efficient School Psychologist that has demonstrated numerous skills that support our school community. She exemplifies the school district motto; Students First, Whatever it Takes and Relationships Matter.

Examples of her outstanding ideals of the National School District are: Children First: On many occasions, she quickly gains the trust of struggling children and has built a long lasting positive relationship with the child as well as the family. She is intuitive on de-escalating situations and understands how to meet the emotional needs of our students.

Whatever it takes: As individual study plans are customized for our students, Mrs. Ware efficiently follows up on details of the many official forms required.

Relationships Matter: She is a valued member of the Student Support Team. She is organized, friendly, knowledgeable, and is approachable by the teaching staff as well as parents and children.

We are fortunate to have Mrs. Ware as our School Psychologist, she is well deserving of this recognition.

Agenda Item: **9.D. Introduce and welcome the new employees.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the December 13, 2017 Governing Board Meeting.

Comments: Leticia Hernandez, Director of Human Resources will introduce and welcome the new employees.

Attachments:
Introduce & Welcome

Introduce & Welcome 01/10/18		
Name	Position	Location
Sandra Doyle	Instructional Assistant – Health Care	Lincoln Acres School
Corrina Ruiz	Office Technician – School	Central School

Agenda Item: **9.E. Superintendent's mid-year presentation on progress at National School District.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Each year in January, the Superintendent presents a mid-year update to the Governing Board.

Comments: Last year, the Superintendent shared insights after her "first hundred days" with National School District. This year's presentation will revisit progress since that presentation, and provide a "State of the District" update.

The Superintendent will outline accomplishments, highlight work in progress, and discuss next steps for the District.

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary /
Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **11. AGENDA**

Agenda Item: **11.A. Approve agenda.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

Agenda Item: **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary /
Abstract: All items listed under the Consent Calendar are considered routine and will be acted upon in one action by the Board. It is understood that the Superintendent has recommended approval for these items. There will be no discussion prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar. All items approved by the Board will be deemed as considered in full and adopted as recommended.

Recommended
Motion: Approve Consent Calendar

Agenda Item: **12.A. Minutes**

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on December 13, 2017.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes - 12/13/2017

**NATIONAL SCHOOL DISTRICT
Minutes of the Regular Meeting
GOVERNING BOARD**

December 13, 2017
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:07 PM:

Present:

Ms. Barbara Avalos
Ms. Maria Betancourt-Castañeda
Mr. Brian Clapper
Ms. Maria Dalla
Ms. Alma Sarmiento

1. CALL TO ORDER

Board President, Maria Dalla, called the public meeting to order at 4:05 p.m.

2. PUBLIC COMMUNICATIONS

Ms. Tamlyn McKean, NCETA, spoke regarding committee work.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 4:00 P.M.

Closed session was held from 4:10 p.m. to 6:04 p.m.

No action was taken in closed session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Maria Dalla, called the public meeting to order at 6:07 p.m.

7. PLEDGE OF ALLEGIANCE

Las Palmas Student, Mariel Remulla, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Yvette Olea took roll call.

9. ANNUAL ORGANIZATIONAL MEETING

9.A. Election of Board President

Motion Passed: Elect Maria Betancourt-Castañeda as Board President Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

9.B. Election of Board Clerk

Motion Passed: Elect Alma Sarmiento as Board Clerk Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

9.C. Appointment of Secretary to the Governing Board: Leighangela Brady, Ed.D., District Superintendent.

Motion Passed: Appoint Leighangela Brady, District Superintendent, as Secretary to the Governing Board Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

9.D. Approve the National School District Governing Board meeting schedule for the 2018 calendar year.

Motion Passed: Approve the National School District Governing Board meeting schedule for the 2018 calendar year Passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

10. RECESS

A brief recess was held from 6:09 p.m. to 6:12 p.m.

11. PRESENTATIONS

11.A. Presentation by Las Palmas School students.

Students from Palmer Way School gave a presentation on Oral Language Festival. Board member, Ms. Maria Dalla, presented each of the students with a certificate, book and bookmark

11.B. Recognize Mr. Ruben Cunningham from Las Palmas School, as the National School District Volunteer of the Month for December 2017.

Recognized Mr. Ruben Cunningham, Las Palmas School, as the National School District Volunteer of the Month for December 2017. Principal, Mr. Steven Sanchez, introduced Mr. Cunningham, Sr. and commented on his many fine qualities.

On behalf of the Governing Board, Ms. Alma Sarmiento presented Mr. Cunningham with a certificate and a logo clock.

11.C. Recognize Mrs. Vanessa Ceseña, Office Technician, Business Support Services Department, as National School District Employee of the Month for December 2017.

Recognized Mrs. Vanessa Ceseña, Office Technician, Business Support Services, as the National School District Employee of the Month for December 2017. Director, Jon Hansen, introduced Mrs. Ceseña and commented on her many fine qualities.

On behalf of the Governing Board, Mr. Brian Clapper presented Mrs. Ceseña with a certificate and a District logo watch.

11.D. Introduce and welcome the new employees.

Ms. Leticia Hernandez, Director of Human Resources, introduced and welcomed the new employees.

12. PUBLIC COMMUNICATIONS

Ms. Tamlyn McKean, NCETA, spoke regarding English language adoption.

Ms. Evelina Sosa, NCETA, spoke regarding parent and teacher concerns.

Ms. Carolyn Schelin, NCETA, spoke regarding workload.

Ms. Patricia Carrillo, NCETA, deferred her time.

Mr. Jonathan Isaacs, NCETA, deferred his time.

Ms. Julia Romero, NCETA, deferred her time.

Ms. Christina Benson, NCETA, spoke regarding negotiations.

13. AGENDA

13.A. Approve agenda.

Motion Passed: Approve agenda Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar, with a correction to item 14.C.II listing Naomi Reis as retiring effective December 29, 2017, Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14.A. Minutes

14.A.I. Approve the minutes of the Regular Board Meeting held on November 8, 2017.

14.B. Administration

14.C. Human Resources

14.C.I. Ratify/approve recommended actions in personnel activity list.

14.C.II. The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Director, Human Resources.

14.C.III. Approve revision of job description for HVAC/Maintenance Worker, LEAD HVAC and Locksmith/Maintenance Worker and Skilled Trades/Maintenance Worker.

14.D. Educational Services

14.E. Business Services

14.E.I. Approve Consultant Contracts #CT3453 and #CT3454 with Catholic Charities for participation in their Foster Grandparents Program.

14.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.

15. GENERAL FUNCTIONS

16. POLICIES, REGULATIONS, BYLAWS

16.A. Adopt Board Policy 1325 as attached.

Motion Passed: Adopt Board Policy 1325 as attached. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

- Yes Ms. Barbara Avalos
- Yes Ms. Maria Betancourt-Castañeda
- Yes Mr. Brian Clapper
- Yes Ms. Maria Dalla
- Yes Ms. Alma Sarmiento

17. EDUCATIONAL SERVICES

17.A. Approve Revised Single School Plans for Student Achievement for the 2017-2018 school year (Exhibit B).

Motion Passed: Following discussion, Approve Revised Single School Plans for Student Achievement for the 2017-2018 school year (Exhibit B). Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

- Yes Ms. Barbara Avalos
- Yes Ms. Maria Betancourt-Castañeda
- Yes Mr. Brian Clapper
- Yes Ms. Maria Dalla
- Yes Ms. Alma Sarmiento

18. HUMAN RESOURCES

18.A. Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for 2017-18 school year.

Motion Passed: Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for 2017-18 school year. Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

- Yes Ms. Barbara Avalos
- Yes Ms. Maria Betancourt-Castañeda
- Yes Mr. Brian Clapper
- Yes Ms. Maria Dalla
- Yes Ms. Alma Sarmiento

18.B. Approve increase for confidential, supervisory and non-contracted management personnel of two percent (2%) one time, off schedule salary payment and increase the District's maximum contribution toward health and welfare benefits to \$13,000 for the 2017-2018 school year.

Motion Passed: Approve increase for confidential, supervisory and non-contracted management personnel of two percent (2%) one time, off schedule salary payment, based on 2016-2017 salary schedules and increase the District's maximum contribution toward health and welfare benefits to \$13,000 for all confidential, supervisory and non-contracted management for the 2017-2018 school year. Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

19. BUSINESS SERVICES

19.A. Presentation by BCK Programs, LLC regarding their proposal to National School District for Green Consultant Services.

Presentation by BCK Programs, LLC regarding their proposal to National School District for Green Consultant Services.

19.B. Adopt Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts.

Motion Passed: Following discussion, Adopt Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

19.C. Approve the District Annual Developer Fee Report for Fiscal Year 2016-17.

Motion Passed: Following discussion, Approve the District Annual Developer Fee Report for Fiscal Year 2016-17. Passed with a motion by Ms. Maria Dalla and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

19.D. Report on and Approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2017 (Exhibit C).

Mr. Chris Carson gave a report on the Positive Certification and Budget Revision for the First Period Interim Financial Report as of October 31, 2017.

Motion Passed: Following discussion, Approve the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2017 (Exhibit C). Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

20. BOARD WORKSHOP

21. BOARD/CABINET COMMUNICATIONS

Ms. Dalla congratulated Ms. Betancourt-Castañeda. She commented on how impressed she was by the student presentation.

Mr. Brian Clapper congratulated Ms. Betancourt-Castañeda. He thanked LAND for a great pancake breakfast which raised over \$2,000 for Spirit of the Holidays. He shared that six school participated in food drives, collecting over 8,000 items and three schools participated in a toy drive, collecting over 800 toys. He invited everyone to join him this Saturday at 9:00 a.m. at the Martin Luther King Jr. Center for the annual Spirit of the Holidays distribution.

Ms. Avalos congratulated Ms. Betancourt-Castañeda. She commented on how impressed she was by the student presentation. She shared that the Board attended the annual CSBA conference. She wished everyone a Merry Christmas.

Ms. Sarmiento shared that she always learns something new at the CSBA conferences. She shared that the Board spent time in Sacramento to present to the committee on the charter school revocation. She wished everyone a Merry Christmas and a Happy New Year.

Ms. Hernandez thanked the students for their wonderful presentation.

Mr. Carson congratulated Ms. Reis on her retirement. He wished everyone a Happy Holiday and a safe New Year.

Ms. Jameson-Whitney shared that there will be a student performance at Rancho de la Nación School tomorrow at 6:00 p.m. and invited everyone to attend. She thanked the students for their wonderful presentation. She wished everyone a Happy Holiday.

Dr. Brady thanked Ms. Dalla for her year of service as Board President. She congratulated Ms. Betancourt-Castañeda and Ms. Sarmiento on their new posts. She congratulated Ms. Reis on her retirement. She thanked the Board for being a part of the panel for the Classroom Redesign Challenge and announced the winners of the challenge. She wished everyone a Happy Holiday.

Ms. Betancourt-Castañeda thanked the Board for their vote of confidence in electing her as Board President. She thanked Ms. Dalla for setting such a good example. She congratulated the Volunteer of the Month and the Employee of the Month. She thanked the students for their wonderful presentation. She shared that she attended the Girls on the Run 5K and enjoyed

cheering them on. She wished everyone a Happy Holiday.

22. ADJOURNMENT

The meeting was adjourned at 8:22 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **12.B. Administration**

Agenda Item: **12.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: In May 2000, a lawsuit was filed against the State of California complaining that low-performing schools across the State were housed in facilities that were dirty, unsafe and inadequate with further allegations that these schools were additionally burdened with unqualified teachers and insufficient instructional materials. A settlement in Williams vs. California was agreed to in August 2004 and subsequently enacted into law through SB 6, SB 550, AB 1550, AB 2727 and AB 3001 (chaptered September 29, 2004).

The intent of the Williams settlement is to ensure that all students have equal access to:

- Instructional materials
- Qualified teachers
- Safe, clean and adequate facilities

Comments: A stipulation of the settlement is that all school districts must update Uniform Complaint Procedures to include:

- Instructional materials
- Teacher vacancies and misassignments
- Emergency or urgent facilities issues

The Governing Board of National School District enacted changes to the Uniform Complaint Procedures on December 8, 2004.

Notices have been posted in each classroom in every school informing parents/guardians that all classes in all California public schools must have sufficient instructional materials and that the facilities must be clean, safe and in “good repair.” The notices also provide information on how and where to file a complaint.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of October through December 2017, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:
Williams Quarterly Report

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: October – December 2017

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Totals:	0	0	0

Submitted by: Yvette Olea

Title: Executive Assistant to the Superintendent

Agenda Item: **12.C. Human Resources**

Agenda Item: **12.C.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: Background information on individuals submitted under separate cover to Board Members.

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
January 10, 2018

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
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Employment

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Temporary Employment

1. Heather Ecker	Impact Teacher Rancho de la Nación School	January 11, 2018	Daily Impact Teacher Rate	Site Fund
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Additional Duties

None			
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Contract Extension/Change

None			
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Unpaid Leave of Absence

None			
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CLASSIFIED STAFF RECOMMENDATIONS
January 10, 2018

Name **Position** **Effective Date** **Placement** **Funding Source**

Employment

2. Ashlee Alfonso	Instructional Assistant- Special Education 3 hours per day 210 days per year Central School	February 1, 2018	Range 16, Step 1	General Fund
3. Ayde Borraz	Instructional Assistant- Special Education 3 hours per day 210 days per year Lincoln Acres School	January 12, 2018	Range 16, Step 1	General Fund
4. Martha Carranza	Instructional Assistant- Health Care 3 hours per day 210 days per year Lincoln Acres School	January 12, 2018	Range 18, Step 1	General Fund
5. Linda Landry	Instructional Assistant- Special Education 3 hours per day 210 days per year Las Palmas School	January 12, 2018	Range 16, Step 1	General Fund
6. Margarita Suarez	Instructional Assistant- Health Care 3 hours per day 210 days per year Palmer Way School	January 12, 2018	Range 18, Step 1	General Fund
7. Maria Tantay	Instructional Assistant- Health Care 3 hours per day 210 days per year Lincoln Acres School	January 12, 2018	Range 18, Step 1	General Fund

Contract Extension/Change

8. Perla Noel	From Office Technician- District Human Resources District Office To Payroll/Benefits Specialist Business Services District Office 8 hours per day 12 months per year	January 30, 2018	Range 28, Step 1	General Fund
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Temporary Employment

None				
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Unpaid Leave of Absence

None				
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Agenda Item: **12.C.II. The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Director, Human Resources.**

Speaker: Leticia Hernandez, Director, Human Resources

Attachments:
Resignations/Retirements

Resignations 1/10/18			
Name	Position	Location	Effective Date
Sylvia Lopez	Instructional Assistant- Special Education	Central School	December 15, 2017

Retirements 1/10/18			
Name	Position	Location	Effective Date
None			

Agenda Item: **12.D. Educational Services**

Agenda Item: **12.D.I. Approve School Accountability Report Cards (SARC) for the 2016-2017 school year (Exhibit A).**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: We are again providing our parents and the community with information about education at the schools in the National School District with the state-mandated School Accountability Report Cards. This state-mandated document is required to be updated yearly and submitted to the Board for approval by February 1 of each school year.

In the past the State has provided much of the data required in the SARC. However, due to budget deficits and lack of staff in Sacramento, the State no longer provides the data previously supplied to districts. Our principals, working with Document Tracking Services have worked hard to complete these documents in a timely manner.

The Executive Summary of the School Accountability Report Cards will be sent electronically to our families in February. The full report will be made available in both English and Spanish at each site. Additional copies will be kept on hand for individual requests by families new to the community and/or any community member or businesses requesting one. The SARCs can also be obtained through the Internet by accessing our web site at www.nsd.us.

Attachments:
Exhibit A

Agenda Item: **12.E. Business Services**

Agenda Item: **12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for Bid #17-18-176 for Modular Building Foundation Repairs at Rancho de la Nación School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This project will provide necessary repairs to the foundations of two modular buildings housing one classroom and several offices at Rancho de la Nación. The foundations have started to slightly give way.

Comments: The buildings were taken out of service and the classroom and offices were relocated to other places on the Rancho de la Nación campus. The repairs to the foundations will allow for the buildings to be placed back into use.

Financial Impact: Contract Costs: \$0
Additional Staffing Costs: \$0
Other Costs: \$1,000 (Advertising)
One Time Cost
General Fund

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: National School District has had a long standing partnership with Rady Children's Hospital - San Diego for the provision of student health services. This contract updates language of the former contract to ensure it is reflective of current practice.

Comments: Each year, the National School District submits a contract renewal of Rady Children's Hospital - San Diego for the provision of student health services. This contract was last signed in 2008. In addition, our preschool program has contracted separately with Rady Children's Hospital - San Diego.

In this renewed contract, the site and preschool contracts have been consolidated and language has been updated to reflect current practice. Additional costs of approximately \$35,000 include the following:

- Increases in step and column
- Additional administrative costs to accommodate for increasing caseloads
- Addition of a registered school nurse
- Site paid "extra" health coverage days

Recommended Motion: Approve Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services.

Financial Impact: Contract Costs - \$645,455.32
Additional Staffing Costs - \$0
Other Costs - \$0
Annual Cost
General Fund

Attachments:
CT3451

AGREEMENT BETWEEN
NATIONAL SCHOOL DISTRICT AND
RADY CHILDREN'S HOSPITAL - SAN DIEGO
FOR THE PROVISION OF STUDENT HEALTH SERVICES

This AGREEMENT is made and entered into by and between National School District, located in National City, San Diego (“District”), and Rady Children's Hospital - San Diego, a not-for-profit corporation, located at 3020 Children's Way, San Diego, California 92123 (“Rady Children’s”), covering Rady Children’s provision of student health services to the District.

WHEREAS, the District has a need for a student health team, including a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants to provide student health services in the District’s pre-school and elementary schools; and

WHEREAS, Rady Children’s employs a health team, including a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants, experienced in the field of pediatric care in a school setting; and

WHEREAS, Rady Children’s is willing to provide student health services to the District, as set forth in detail below, and the District desires to obtain these same services;

THEREFORE, it is agreed:

1. RESPONSIBILITIES OF RADY CHILDREN'S

1.1 Assign Student Health Team: Rady Children’s shall assign a student health team to the District which shall include a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants (a projected total of 5 to 7 School Health Assistants based on District needs), all of whom shall be experienced in the field of pediatric health care. The members of the student health team to be assigned by Rady Children’s, and the specific services that they will provide to the District, are identified in Exhibit A to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

1.2 The specific work schedule of each health team member shall be determined by the District in consultation with Rady Children’s based on District needs.

1.3 Rady Children’s shall invoice the District on a monthly basis for the assigned health team staff members’ actual salaries, benefits and malpractice insurance expenses resulting from the provision of services under this Agreement, and shall invoice the District on an annual basis for an administrative fee equal to 5% of the total annual cost of such salaries, benefits and malpractice insurance.

1.4 With input from the District, Rady Children’s shall annually evaluate each assigned health team staff member’s work performance.

1.5 The Registered Nurses assigned by Rady Children's must be professionally licensed as a Registered Nurse (RN) in the State of California during the term of this Agreement. The Nurse Practitioner assigned by Rady Children's must be professionally licensed as a Nurse Practitioner in the State of California during the term of this Agreement. The Credentialed School Nurse assigned by Rady Children's must be professionally licensed as a Registered Nurse (RN) in the State of California and must also hold a valid School Nurse Services Credential issued by the Commission on Teacher Credentialing during the term of this Agreement. All licenses and credentials must be active, current, and in good standing with the associated licensing board during the term of this Agreement. All student health team staff assigned by Rady Children's must be certified in CPR and have the necessary skills for performing CPR as needed during the term of this Agreement. All student health team staff assigned by Rady Children's must possess current BLS certification. Rady Children's shall verify that members of the student health team possess the required licenses, credentials and certifications before assignment to the District.

1.6 All student health team staff are required to be fingerprinted for the purpose of conducting a criminal record background check via electronic fingerprinting ("Live Scan") through the California Department of Justice prior to assignment by Rady Children's. The cost of fingerprinting is the sole responsibility of Rady Children's. Fingerprints must be cleared by the California Department of Justice before any health team member provides services to Student under this Agreement. Results must be verified by Rady Children's and the District.

1.7 All health team members must have a negative tuberculosis (TB) skin test or negative chest x-ray (CXR) prior to providing services under this Agreement. TB skin test or CXR must have been completed within the last four years.

2. RESPONSIBILITIES OF NATIONAL

2.1 The District shall ensure that the health team receives appropriate information to perform the services set forth in this Agreement.

2.2 The District shall provide access to school facilities as necessary for the school health team to perform the services set forth in this Agreement.

2.3 The District shall review, consult with Rady Children's and approve the health team's specific work schedules.

2.4 The District shall provide adequate office space, office furniture, office equipment and locking file cabinets for use by the health team.

2.5 The District shall compensate Rady Children's for services provided under this Agreement as set forth below in "Compensation" and in Exhibit B to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

2.6 The District shall communicate with Rady Children’s personnel regularly to ensure timely feedback regarding health team staff work performance.

2.7 In consultation with Rady Children’s, the District shall provide input on each health team member’s performance evaluation.

2.8 The District shall designate personnel to consult with Rady Children’s in regard to performance of services under this Agreement.

2.9 District shall provide training at least annually for the School Health Team staff to cover new school health related legal mandates, mandated reporting requirements and any changes or updates in the Education Code related to school health initiatives. Such training shall be provided on-site at the District and/or at designated school site work locations.

3. COMPENSATION

3.1 For services provided by Rady Children’s under this Agreement, the District shall pay to Rady Children’s the actual salaries, benefits and malpractice expense for each health team member assigned to the District, plus an annual administrative fee equal to 5% of the total annual cost of salaries, benefits and malpractice insurance for team members (the “total projected annual cost”), as set forth in Exhibit B to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

3.3 The parties agree and acknowledge that the total projected annual cost, as set forth in Exhibit B to this Agreement, of salaries, benefits, malpractice insurance and the 5% administrative fee, may fluctuate depending on the number of health team members assigned to the District and the number of hours actually worked by each member of the health team to provide services under this Agreement. The total projected annual cost shall be approved by the District prior to each year of the term of this Agreement. A written amendment to this Agreement shall be executed if changes in the number of health team members and/or hours actually worked by health team members results in an increase of more than 10% of the “total projected annual cost” as set forth in Exhibit B to this Agreement (including the total annual cost of salaries, benefits, malpractice insurance and a 5% administrative fee).

3.2 Rady Children’s shall provide the District with detailed monthly invoices setting forth the number of hours worked by each health team member and their hourly pay rate, the cost of benefits for each team member, and the malpractice insurance cost. All invoices received by District shall be paid within 30 days of receipt of such invoice.

4. EMPLOYMENT OF STUDENT HEALTH TEAM

4.1 Student health team members are employees of Rady Children’s and not the District.

4.2 Rady Children’s shall provide workers’ compensation insurance coverage for student health team members during the term of this Agreement which shall cover any work-related injury or illness related to his/her activities on District property.

4.3 Rady Children's shall supervise student health team members and the provision of services under this Agreement.

4.4 The District shall cooperate with Rady Children's in its supervision of student health team members.

4.5 Student health team members will be monitored by the District's Director of Student Support Services and the site Administrator at each District work-site. Student health team members are expected to follow the direction of the District's Director of Student Support Services and the site Administrators at each District work-site.

4.6 The District shall report to Rady Children's if it determines the services performed by the student health team are not satisfactory. Such a report may result in the District terminating this Agreement pursuant to Paragraph 6 of this Agreement.

5. INSURANCE

5.1 The parties at their sole cost and expense shall maintain the following insurance coverage in effect during the term of this Agreement:

- Comprehensive or Commercial General Liability insurance with contractual liability included with a minimum combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- Workers' Compensation and Employer Liability Insurance covering liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

5.2 Rady Children's shall also maintain at its sole cost and expense the following additional insurance coverage during the term of this Agreement:

- Professional Medical and Hospital Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate for the health team, which may include a Nurse Practitioner, a Registered Nurse, a Credentialed School Nurse and School Health Assistants.
- Business Automobile Liability Insurance for owned, non-owned, or hired automobiles, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

5.3 It is expressly understood that the insurance coverage required under these provisions in Section 5 shall not in any way limit the liability of the parties or limit the parties' obligations under this Agreement.

5.4 The Parties acknowledge that the District is permissibly self-insured under California law.

5.5 The insurance coverage referred to herein and maintained by Rady Children's shall be endorsed to include the District as an additionally named insured. The insurance coverage referred to herein and maintained by District shall be endorsed to include Rady Children's as an additionally named insured. Both parties, upon execution of this Agreement, shall furnish the other party with Certificates of Insurance. Certificates shall provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the above insurance coverage.

6. TERMINATION

6.1 Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately. Upon termination, District shall compensate Rady Children's, in accordance with the terms of this Agreement, for all services provided by Rady Children's prior to termination of the agreement.

6.2 Termination for Material Breach. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by given written notice of termination to the breaching party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the breaching party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated.

7. INDEMNIFICATION

7.1 The District agrees to indemnify, defend, and hold harmless Rady Children's, its officers, agents and employees against any claim, liability, loss, injury, damage or expense (including reasonable attorneys' fees) imposed on Rady Children's arising out of the District's performance on this Agreement, except for liability resulting from the negligent, intentional or willful misconduct of Rady Children's, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless Rady Children's under this Agreement, the District shall reimburse Rady Children's for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The District shall seek Rady Children's approval of any settlement that could adversely affect Rady Children's, its officers, agents or employees.

7.2 Rady Children's agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any claim, liability, loss, injury, damage or expense (including reasonable attorneys' fees) imposed on the District arising out of Rady Children's performance on this Agreement, except for liability resulting from the negligent, intentional or willful misconduct of District, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the District under this Agreement, Rady Children's shall reimburse the District for all costs, attorney's fees, expenses and liabilities associated with any resulting legal

action. Rady Children's shall seek the District's approval of any settlement that could adversely affect the District, its officers, agents or employees.

8. CONFIDENTIALITY

8.1 All student record information, student health information, employee information and other data and information relating to the District's operations, which are designated as confidential and made available in order to carry out this Agreement, shall be protected by Rady Children's from unauthorized use and disclosure.

8.2 Rady Children's agrees to maintain the confidentiality of District student records and student health information in accordance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d et seq.), and California Education Code § 49073 et seq.

8.3 Rady Children's shall use the same standard of care to protect the confidentiality of District student records and student health information as it uses to protect its own confidential information of a similar nature.

8.4 In the event that there is a breach in the confidentiality of District student records, student health information and/or confidential student data, Rady Children's will immediately notify the District of the extent of the breach, will take all reasonable actions to mitigate the effects of any such breach, and will take all action to prevent any similar reoccurrence in the future.

8.5 Rady Children's shall not be required to keep confidential any data or information already rightfully in Rady Children's possession that is independently developed by Rady Children's outside the scope of this Agreement or is rightfully obtained from third parties.

8.6 The District will not disclose any confidential information of Rady Children's except as required by law.

9. COOPERATION IN DISPOSITION OF CLAIMS

Rady Children's and the District agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement or in the operation of the program. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. Rady Children's and the District agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, Rady Children's and the District shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either Rady Children's or the District to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the

California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

10. TERM OF AGREEMENT

The term of this Agreement shall be for a period from January 11, 2017, until June 30, 2020. Any extension of this Agreement shall be in writing, signed by both parties, and is subject to ratification by the District's Governing Board.

11. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that Rady Children's and its health team staff members assigned to the District are at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of the District. In no event shall Rady Children's employees, including members of the health team assigned to the District under this Agreement, be covered by the District's workers' compensation insurance coverage, unemployment benefits or any health or other fringe benefits provided to employees of the District.

12. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Rady Children's and the District agree to amend this Agreement if such amendment is required by applicable law and does not materially affect the terms of the Agreement.

13. BINDING ARBITRATION

In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties shall first attempt in good faith to resolve the dispute mutually between themselves. If unable to do so within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules. The arbitrator shall present a written decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other

than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with the provisions of this paragraph.

14. GOVERNING LAW

This Agreement shall be governed in all respects by the law of the State of California.

15. ASSIGNMENT

Neither Rady Children's nor the District shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without written consent of the other.

16. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

17. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

18. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

19. METHOD OF NOTIFICATION

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified, return receipt requested, and addressed as follows:

TO NATIONAL:

Dr. Leighangela Brady
Superintendent
National School District
1500 N. Avenue
National City, CA 91950

TO RADY CHILDREN'S HOSPITAL - SAN DIEGO:

Senior Vice President, Chief Operating Officer
c/o Government Affairs and School Health Department
3020 Children's Way, MC 5090
San Diego, CA 92123

RADY CHILDREN'S HOSPITAL -
SAN DIEGO

DR. LEIGHANGELA BRADY
NATIONAL SCHOOL DISTRICT

DATE

DATE

Approved by the District Governing Board on: _____

EXHIBIT A

1. The Health Team to be Assigned by Rady Children's and the Specific Services to be Provided Under this Agreement are as Follows:

A. Nurse Practitioner:

Rady Children's shall assign one Nurse Practitioner to the District, to perform services on-site at the District, its elementary schools and its preschool for a total of 12 hours per week x 52 weeks.

The parties may mutually agree in writing to adjust the number of hours per week but the total number of hours per week shall not exceed 12 hours per week. The Nurse Practitioner's specific work schedule shall be determined based on the District's needs.

The Nurse Practitioner shall have at least 3 years of experience in pediatric nursing.

The Nurse Practitioner shall provide the following services:

- Assign additional health team staff to the District, including a Credentialed School Nurses, two Registered Nurse Practitioners and School Health Assistants.
- Provide orientation to health team staff.
- Provide oversight of the health team in conjunction with each school site administrator who shall be responsible for directly supervising health team members on site.
- Prepare the work schedules for the health team based on District needs.
- Process each health team member's time and attendance records and payroll.
- Provide invoices to the District that include hours worked by each health team member for the health services provided under this Agreement.
- Consult with the District and the site administrators regarding the services provided under this Agreement.
- Work collaboratively with other agencies to organize health screening pursuant to established guidelines.
- Oversees and participates in health office audits.

B. Credentialed School Nurse:

Rady Children's shall assign one Credentialed School Nurses to the District, to perform services at sites designated by the District. The Credentialed School Nurses shall have at least 3 years of experience as a Credentialed School Nurse.

The Credentialed School Nurse shall be assigned to the District's elementary and pre-schools for up to a total of 40 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The parties may mutually agree in writing to adjust the number of hours per week, and weeks per year.

The Credentialed School Nurses shall provide the following services:

- Work with site administrators, the preschool director and other appropriate staff to accurately identify required medical information for students in the elementary and preschool programs at the beginning and throughout the school year, identify and document missing medical information, and communicate this to the site supervisors, program director and parents in a timely manner.
- Works collaboratively with preschool and school staff and parents to identify medical issues that require case management and provide timely education for staff to ensure appropriate medical management of students in a school setting.
- Support Nurse Practitioner to work collaboratively with other agencies to organize health screening pursuant to established guidelines.
- Provide accurate documentation for all health care services provided to students and enters health and medical data into the District's computer tracking system in a timely manner.
- Work collaboratively with parents and school staff to identify a "health home" and "dental home" for each student.
- Follow District guidelines in providing ongoing health assessments, medical triage, appropriate interventions and medical referrals for students.
- Supports Nurse Practitioner in orientation to Student Health Assistants.
- Supports in oversight of health offices.
- Provide input regarding the work schedules for the health team based on District needs.
- Order supplies for the District health office
- Supervise student immunization programs.
- Oversee student immunization recordkeeping and follow up to ensure students have required immunizations.
- Participate in health office audits.
- Assist with coordination of and participate in the District's Vision and Hearing Screening Program.
- Oversee and coordinate the One Sight program.
- Provide prevention and education services:
 - Identification of students in need of health care assistance;
 - Referrals to the appropriate school and community resources; and
 - Support for healthy lifestyle choices.

C. Registered Nurse:

Rady Children's shall assign two Registered Nurses to the District, to perform services at sites designated by the District. The Registered Nurses shall have at least 3 years of pediatric nursing experience.

One Registered Nurse shall be assigned to the District's elementary schools for a total of 40 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The second Registered Nurse shall be assigned to the District's pre-school for a total of 24-32 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The parties may mutually agree in writing to adjust the number of hours per week, and weeks per year.

The Registered Nurses shall provide the following services:

- Work with site administrators, the preschool director and other appropriate staff to accurately identify required medical information for elementary and preschool students including health information, immunization records, and other appropriate health data at the beginning and throughout the school year, identify and document missing medical information, and communicate this to the site supervisors, program director and parents in a timely manner.
- Works collaboratively with preschool and school staff and parents to identify medical issues that require case management and provide timely education for staff to ensure appropriate medical management of students in a school setting.
- Work collaboratively with other agencies to organize health screenings pursuant to established guidelines and/or provides health screenings for students.
- Provide accurate documentation for all health care services provided to students and enters health and medical data into the District's computer tracking system in a timely manner.
- Work collaboratively with parents and school staff to identify a "health home" and "dental home" for each student.
- Follow District guidelines in providing ongoing health assessments, medical triage, appropriate interventions and medical referrals for students.
- Supports Nurse Practitioner in orientation to Student Health Assistants.
- Supports in oversight of health offices.
- Provide input regarding the work schedules for the health team based on District needs.
- Order supplies for the District health office.
- Supervise student immunization programs.
- Oversee student immunization recordkeeping and follow up to ensure students have required immunizations.
- Helps facilitate and participates in health office audits.
- Helps facilitate District's Vision and Hearing Screening
- Oversee and coordinate the One Sight program.
- Provide prevention and education services:
 - Identification of students in need of health care assistance;
 - Referrals to the appropriate school and community resources; and
 - Support for healthy lifestyle choices.

D. School Health Assistants:

Rady Children's shall assign up to seven School Health Assistants to the District, who have at least 3 years of pediatric health assistant experience, to perform services at District school sites as follows:

1) Assigned School Health Assistants shall perform services at elementary school sites for a total of up to 36 hours per week/40 weeks per school year per each School Health Assistant.

2) One School Health Assistant shall perform services at the District's pre-school site for a total of 40 hours per week/47 weeks per school year.

The specific work schedules shall be determined based on the District's needs. The parties may mutually agree in writing to adjust the number of School Health Assistants assigned to the District and the number of hours per week, and weeks per year worked by each School Health Assistant.

The School Health Assistants shall provide the following services:

- Gathers and manages required medical information for students including health information, immunization records, and other appropriate health data. Collaborates with the School Nurse and/or Registered Nurse to identify and obtain missing medical information. Provides and/or enters appropriate health information into databases in a timely manner.
- Maintains health condition log, classroom health binders, Individual Health Summary, classroom first aid kits, and other health related items as identified by site administrators and the Preschool Director.
- Completes grant reports, immunization reports, and other appropriate reports.
- Follows hospital and district policies and guidelines in providing ongoing health and injury assessments, medical triage, and basic first aid care for students. Consults with the School Nurse, Registered Nurse and/or supervisor as appropriate.
- In collaboration with the School Nurse and/or Registered Nurse, and in compliance with state law, identifies students that receive medication in the school setting, and develops and maintains medication logs for students as appropriate. Assists with appropriate training of school staff in dispensing medication.
- Provides assistance to School Nurses in communicating with families and providers to obtain health information needed for school requirements, case management, medication management at school, and to promote wellness and attendance for students.
- Provides height, weight, and BMI for 5th grade students in a timely manner. Enters data into data systems in a timely manner. May provide assistance to the School Nurses with other health screenings as determined by site supervisors and the Preschool Director.
- Assess student health issues
- Monitor and assess students who are not feeling well
- Communicate with parents/guardians about students who are ill/injured
- Conduct wellness checks of students with truancy issues
- Input immunization records

- Provide nursing care for children and other delegated tasks in the health offices of the District's schools.
- Provide health assistance, treatment and case management plans for students in the school setting.
- Assist with student health screening and testing in compliance with the rules and regulations of the school district.
- Participate in providing appropriate health education to students, their families, community members and school staff.
- Participate in health-related activities provided by the National School District.
- Assist in identifying the health needs of the District's students and their families and participate as appropriate in the collaboration of the health team to meet these needs.
- Provides medical procedures for students in school settings. Will receive appropriate training and supervision for medical procedures by district RN and/or district School Nurse.

EXHIBIT B

TOTAL PROJECTED ANNUAL COST

The District Shall Compensate Rady Children's for Services Provided Under this Agreement as Follows:

A. Fluctuations in Costs

As set forth in section 3.3 of this Agreement, the parties agree and acknowledge that the total projected annual cost, as set forth below, of salaries, benefits, malpractice insurance and the 5% administrative fee, may fluctuate depending on the number of health team members assigned to the District and the number of hours actually worked by each member of the health team to provide services under this Agreement.

The total projected annual cost shall be approved by the District prior to each year of the term of this Agreement.

A written amendment to this Agreement shall be executed if changes in the number of health team members and/or hours actually worked by health team members results in an increase of more than 10% of the "total projected annual cost" as set forth herein in Exhibit B to this Agreement.

B. Salaries

The actual salary of each health team member shall be calculated based on the hourly pay rate multiplied by the total number of hours worked at the District as follows:

- Medical Director
\$2,500.00
- Nurse Practitioner
 $\$61.05 \times 12 \text{ hours/week} \times 52 \text{ weeks} = \$42,918.15 \text{ per year}$
- Credentialed School Nurse
 $\$47.50 \times 40 \text{ hours/week} \times 42 \text{ weeks/year} = \$86,877.50 \text{ per year}$
- 2 x Registered Nurses
 $\$33.34 \times 40 \text{ hours/week} \times 42 \text{ weeks/year} = \$63,112.62 \text{ per year}$
 $\$33.34 \times 28 \text{ hours/week} \times 42 \text{ weeks/year} = \$44,175.50 \text{ per year}$
- 8 x School Health Assistants ("SHA") – the total number of SHA's assigned to the District may be reduced based on District needs x 1 SHA at the preschool.
 $\$16.37 - \$19.65 \times 36 \text{ hours/week} \times 40 \text{ weeks/year} = \$25,651.79 \text{ to } \$31,891.95 \text{ per year}$
8 SHA = \$237,185.70 (hourly wages vary by employee)

Total Projected Annual Cost of Salaries: \$476,769.47

C. Benefits:

The actual cost of benefits for each health team member shall be calculated based on a percentage of their total compensation paid under this Agreement as follows:

- Nurse Practitioner
30% of total compensation of \$42,918.15 per year = \$12,875.45 per year
- Credentialed School Nurses
30% of total compensation of \$86,877.50 per year = \$26,063.25 per year
- 2 x Registered Nurses
30% of total compensation of \$63,112.62 per year = \$18,933.79 per year

20% of total compensation of \$44,175.50 per year = \$8,835.10 per year
- 7 x School Health Assistants - the total number of SHA's assigned to the District may be reduced based on District needs x 1 SHA at the preschool.

30% of total compensation of \$237,185.70 per year = \$71,155.71 per year

Total Projected Annual Cost of Benefits: \$137,863.40

D. Malpractice Insurance Cost:

- Nurse Practitioner
\$408 per year
- Credentialed School Nurse
\$89 per year
- Registered Nurse
\$89 per year x 2 = \$178
- School Health Assistants
\$47 per year x 8 SHA = \$329

Total Projected Annual Cost of Malpractice Insurance: \$1098

E. Total Projected Annual Costs

Total Projected Annual Cost of Salaries, Benefits and Malpractice Insurance = \$615,730.77

Projected 5% Annual Administrative Fee = \$29,724.55

Total Projected Annual Cost: \$645,455.32*

*** Approximately \$40,000 accounts for SHA hours paid for by individual school budgets.**

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve Consultant Contract #CT3455 with San Diego County Pathology Services to provide Speech and Language therapy services and assessment to identified students.**

Speaker: Paula Jameson-Whitney Assistant Superintendent, Educational Services

Quick Summary / Abstract: There is a nationwide shortage of speech pathologists. This position is open due to the resignation of one of our speech pathologists effective November 15, 2017. We have had no qualified applicants for this full time position. San Diego County Pathology Services is a local staffing agency that has provided services to our district for a variety of needs.

Comments: San Diego County Pathology Services is able to provide a Speech Language Pathologist and Speech Language Pathologist Assistant to fill this current vacancy on a contracted hourly basis. The Speech Language Pathologist will be assigned Ira Harbison School. By selecting San Diego County Pathology Services, we will be able to provide the therapy services that are aligned to the needs specified through the Individualized Education Programs for their students.

Recommended Motion: Approve Consultant Contract #CT3455 with San Diego County Pathology Services to provide Speech and Language therapy services and assessment to identified students.

Financial Impact: Contract costs - Not to exceed \$47,000
Additional Staffing Costs - \$0
Other Costs - \$0
Annual Cost
General Fund

Attachments:
CT3455



2017-2018 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



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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2017-2018
Nonpublic
Master Contract

Main Document



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

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 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.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

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 January 11, 20 18 to June 30, 20 2018.

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;
- (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.

(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.

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:

Meghann O'Connor - Director, Student Support Serv
Name/Title

National School District
Local Education Agency

1500 N Avenue
Address

National City CA 91950
City State Zip

(619) 336-7740
Phone

(619) 336-7551
Facsimile

moconnor@nsd.us
Email Address

Notices to the CONTRACTOR shall be addressed to:

Janis Schumacher, Director
Name/Title

S.D. County Speech Pathology Services, Inc.
Nonpublic School

411 Camino Del Rio S
Address

San Diego CA 92108
City State Zip

(619) 574-8181
Phone

()
Facsimile

speechpath@county-speech.cos
Email Address

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 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.

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 and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

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 (HIPAA).

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 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.

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.

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.

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.

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.

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.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, 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 January 11, 2018 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Janis Schumacher, Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Chris Carson, Assist. Superintendent, - Business Dept.
(Type) Name and Title

LEA Board Approval

DATE: _____

Agenda Item: **14.B. Approve Contract #CT3460 with Viator to provide an ADA compliant vessel for the fifth grade Whale Watching field trip.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent Educational Services

Quick Summary / Abstract: The company that normally provides the whale watching trips for Ocean Connectors does not have an American with Disabilities Act (ADA) compliant vessel. On an upcoming field trip, we are in need of an ADA approved ship.

Viator Tours will supply an ADA compliant vessel for the field trip. NSD is working with Ocean Connectors to ensure the experience on the different ship will be of equivalent quality and actively engage the students in rigorous learning.

Comments: National School District fifth graders have been taking whale watching field trips with Ocean Connectors for the past ten years. These trips are educational and exciting for our children, as they are able to experience learning in natural surroundings.

California gray whales complete an amazing 6,000 mile annual migration from their feeding grounds in the Arctic to their calving lagoons on the Baja California peninsula, one of the longest known migrations of any mammal. This route connects youth across North America – from Alaska, to California, to Mexico. Ocean Connectors enables schoolchildren to get a firsthand look at this amazing species of wildlife during whale watching field trips off the coast, and to use tracking technology to follow the whales on their long journey.

Themes for this program also include sustainable seafood and bycatch. Bycatch is the incidental capture and mortality of non-target marine animals during fishing and is one of the principal threats to marine biodiversity.

Recommended Motion: Approve Contract #CT3460 with Viator to provide an ADA compliant vessel for the fifth grade Whale Watching field trip.

Financial Impact: Contract cost - Not to exceed \$3,000
Additional Staffing cost - \$0
Other cost - \$0
One time cost
General Fund

Attachments:
CT3460



Contract/Invoice

Today's Date: 28 December 2017

To: Meghann O'Connor

From: Aria Looney

RE: San Diego Whale Watching Expedition Cruise

Date	Description	Quantity	Price	Total
23 January 2018	San Diego Whale Watching Expedition Cruise	8 Adults 66 Children	USD 42.00 USD 25.20	USD 1,999.20
Inclusions	3.5-hour whale watching cruise Comfortable outdoor and indoor seating Informative narration on whales and migration Entertaining video documentary Port and Service Fees Local taxes All gratuities			
Balance Due				USD 1,999.20

The rates on this quote are current as of 28 December 2017 and are subject to change.
All rates will be calculated on the rates valid at time payment is received.
Upon receipt of your payment your services will be booked

Lead passenger traveling with group: _____

Cell Phone#: _____

Email address: _____

Hotel Pick Up-If applicable: _____

Cruise details-If applicable:

Cruise Ship Name(e.g. Norwegian Star): _____

Disembarkation Time(e.g. 8pm, 20:30 etc): _____

Boarding Time(e.g. 8pm, 20:30 etc): _____

Next Port of Call(e.g. Key West, Los Cabos etc): _____

Viator will not be held responsible for payment of any bank fees or charges deducted from foreign checks (either in non-USD or drawn on a non-US bank) submitted by/ the Contracting Party as deposit or prepayment.

Changes: All changes to your service must be requested in writing. If we can accommodate your requested change we will confirm it with you. If there additional charges you will be advised. If the booking has been paid in full and there are additional fees they will be collected at the time of change.

In the event Viator cancels or is unable to perform, its damages shall be limited to refund of the agreed price noted above. Viator shall not be liable for any delay or non-performance due to weather, or any other causes beyond its control.

All services are subject to availability at the time payment is received. No services are “held” or booked prior to receiving payment.

Terms & Conditions:

After final payment is received there will be no refund due for any cancellations or no shows.

Additional passengers will be subject to availability and payment will be due by credit card if added after final payment is received. Please reconfirm reservation 48 hours prior to tour and advise of group leaders room number at hotel – No refund for no-shows – Passengers responsibility to ensure they are in correct pick up location at correct time as stated on their confirmation form (We ask that you be ready 5 minutes before pick-up time) – **Please allow 30 minutes for your pick up vehicle to arrive.** Duration of tour hours based on approximation – Tours may include some element of risk. We assume no liability for injuries – No smoking in tour vehicles or aircraft – Please email groups@viator.com – We reserve the right to alter, modify or cancel a tour due to bad weather, unsafe conditions or at the request of governmental, park, & state agencies – A full refund is given if we must cancel a tour. In the event you are dissatisfied with the services received you must send an email advising of the situation **Up to 30 days** after your event to groups@viator.com. Group quotes cannot include travel agent commission.

Payment Terms: We require immediate prepayment of the total balance in the amount of USD 1,999.20. After final payment is received there will be no refund for no shows or cancellations. Price and availability are not guaranteed until payment is received.

Email: groups@viator.com

Fax: 1 702-685-7244

Please sign and date this invoice and fax back to acknowledge your acceptance of the terms and conditions outlined above. We CANNOT accept contract by email, fax only.

We look forward to taking care of your group.

Aria Looney

Group & Charter Coordinator

www.viator.com

I agree to the above terms and conditions and to pay the above charges

Authorized Representative Name _____

Signature _____

Date _____

Title _____

Please advise which form of payment you would prefer:

Credit Card - Visa MC Amex

Full Name on Credit Card: _____

Amount to be charged: USD **1,999.20** _____

Credit Card Number: _____ - _____ - _____ - _____

Exp Date: ____/____

CID # _____

(The last 3 digit number on the back of Visa and Mastercard. The 4 digit number on the front of American Express)

Credit Card Billing Address: _____

City: _____

State: _____

Country: _____

Postal code: _____

Credit Card holders Signature: _____

Please fax signed contract to 1 (702) 685-7244

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary /
Abstract: None

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Award Contract #CT3456 to BCK Programs, LLC for Green Consultant Services.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On March 15, 2017, the Governing Board authorized the District to issue Request for Qualifications (RFQ) #16-17-240, Green Consultant. Three organizations returned responses to this RFQ: BCK Programs, Cummings Corporation, and Haley Aldrich. The RFQ's were reviewed by a number of District staff, and two firms which submitted responses were interviewed (BCK Programs and Cummings Corporation).

After the interviews, BCK Programs, LLC, (BCK) an experienced environmental education and consultation company, was chosen by staff to assist in the development and implementation of a comprehensive sustainability plan for the District.

Comments: The main goal of this contract is for BCK to work closely with District and school site administrators to determine the priority and importance of sustainability goals. BCK will audit current District sustainability efforts, and provide consultation and recommendations for developing a long-range environmental stewardship plan to involve all District schools. To accomplish this, BCK will assist the District in constructing the internal framework needed to reach the District's sustainability goals – including identifying appropriate stakeholders, holding strategy sessions, creating a reasonable timeline for execution, and investigating potential grants to assist with funding for certain programs.

A contributing factor for why BCK was chosen for this contract was due to its unique approach of involving students in the process of attaining school and District sustainability goals. Through consultant-guided educational programs, NSD students will learn about current environmental issues and be taught to create best practices on par with industry standards.

With BCK's assistance, students will present sustainability recommendations to the School Board and school administrators in a position to make key facility decisions. Additionally, students will share what they learn in the community to foster deeper environmental changes as well as learn a new set of skills that may play a part in future career decisions.

Deliverables for the 2017-2018 school year will include the following:

1. Development a long-range environmental stewardship plan to involve all District schools.
2. Begin work on pre-identified sustainability goal of waste diversion.
3. Implement a student-driven waste diversion program at one District elementary school, including a paper reduction campaign and a comprehensive recycling effort, to serve as a model program with the goal of expanding the resulting waste diversion protocols to all other NSD locations.

4. Complete a student-driven lunchtime waste audit to identify recommendations for identifying potential waste diversion improvements, and cost saving opportunities for the District.

Recommended
Motion:

Award Contract #CT3456 to BCK Programs, LLC for Green Consultant Services.

Financial Impact:

Contract Costs - Not to Exceed \$23,732
Additional Staffing Costs - Not to Exceed \$1,000
Other Costs - Not to Exceed \$2,000
One time cost
General Fund

Attachments:
CT3456

[01 -00 1-10000 -779 1-10000 1-17200 1-15800 -000 1-1000]
Fund Res Goal Function Object

School Contract No. CT3456

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and BCK Programs, LLC 765 Normandy Rd.

Contractor	Taxpayer ID Number	Mailing Address
<u>Encinitas</u>	<u>CA</u>	<u>92024</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. To provide services as detailed in RFQ 16-17-240 Green Consultant (Exhibit A) in accordance with the corresponding Statement of Qualifications submitted to the District by the Contractor on May 25, 2017 (Exhibit B).

(For additional explanation of services, attach Exhibit A and B, which then will be incorporated here in full by this reference.)

2. Term. Contractor shall commence providing services under this Agreement on January 11, 2018, and will diligently perform as required and complete performance by June 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Five Thousand Seven Hundred Thirty Two Dollars (\$ 23,732). District shall pay Contractor according to the following terms and conditions:
Not to exceed \$23,732. Must submit invoices to Business Services to receive payment.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

No exceptions

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
Equipment and supplies purchased by the District for use by District personnel and students in accordance with new initiatives outlined in Exhibits A and B.
-

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.
- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Contractor shall comply with all insurance requirement listed in RFQ 16-17-240 Green Consultant (Exhibit A)
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this _____ day of _____, _____.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Typed Name

Asst. Superintendent of Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **16.B. Authorize the Assistant Superintendent of Business Services to enter into an Affiliation Agreement with the Food Science and Human Nutrition Department at Iowa State University.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Affiliation Agreement between the National School District and Iowa State University will allow dietetic interns in the Iowa State long distance program to serve part of their internship in the Child Nutrition Services department.

Comments: Dietetic interns are required to spend time working in several fields such as clinical inpatient and outpatient, long term care, community programs, and school food service. The intern gains valuable knowledge and insight working at the District. The District benefits from the various projects, such as plate waste studies, recycling effectiveness, promotional programs, and other endeavors an intern undertakes while here.

Interns undergo background checks, TB tests, and drug testing as part of their acceptance into the dietetic program.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to enter into an Affiliation Agreement with the Food Science and Human Nutrition Department at Iowa State University.

Attachments:
ISU Dietetic Internship Affiliation Agreement

Affiliation Agreement

Dietetics Internship

Food Science and Human Nutrition Department

College of Human Sciences and College of Agriculture and Life Sciences

1104 HNSB

706 Morrill Rd

Iowa State University of Science and Technology

Ames, IA 50011-2101

and

National School District
1500 N Avenue
National City, CA 91950

AFFILIATION AGREEMENT

This Affiliation Agreement is entered into between Iowa State University of Science and Technology on behalf of its Dietetics Internship Program within its Colleges of Human Sciences and of Agriculture and Life Sciences, and the Department of Food Science and Human Nutrition ("ISU"), located at 1104 HNSB, 706 Morrill Rd, Ames, IA, and National School District ("HOST AGENCY") located at 1500 N Avenue, National City, CA.

PURPOSE

The purpose of this Agreement is to form an agreement between a facility that is committed to the development of trained personnel to meet future area employment needs and the educational goals of the ISU Dietetics Internship Program to provide supervised practice facilities for the teaching and skills development of its Interns. This Agreement will establish a cooperative relationship between ISU and the HOST AGENCY and outline the responsibilities of the cooperating Parties as they contribute to the learning experience of Interns who benefit from, and participate in, the ISU Dietetic Internship Program in a safe and responsible manner.

TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, ISU and the HOST AGENCY agree as follows:

I. JOINT RESPONSIBILITIES

- a. Prior to the beginning of the affiliation, ISU and the HOST AGENCY will mutually agree upon placement of an Intern, the beginning date, and the length of experience at the HOST AGENCY. This Agreement does not guarantee the placement of prospective Interns at the HOST AGENCY except as mutually approved on an individual, by-name basis by both Parties.
- b. ISU, its faculty, staff, and Interns, and the HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Intern. The Parties will cooperate to evaluate the training program, which may include on-site visits. The HOST AGENCY shall require its faculty and staff who interact with Interns to adhere to the expectations set forth in this Agreement and communicate Intern violations to ISU.
- c. ISU and the HOST AGENCY agree to establish performance objectives and experiences, devise methods for their implementation, and determine the effectiveness of these experiences by ongoing methods of evaluation.
- d. ISU faculty and the staff of the HOST AGENCY agree to maintain communications, cooperate in the development of educational experiences for the Dietetic Internship and review and evaluate the rules and the regulations necessary for the success of the program in the HOST AGENCY upon request. At the request of either Party, a meeting or conference will promptly be held between ISU and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program
- e. To the extent permitted by law, the HOST AGENCY agrees to indemnify and hold harmless ISU, the Board of Regents, State of Iowa, its officers, agents and employees for any damages including claims, demands, losses, and costs occurring during the course of a required placement in the clinical experience arising out of the negligent acts or omission of the HOST AGENCY or any of its agents, officers, or employees.
- f. To the extent permitted by law under the Iowa Tort Claims Act, Iowa Code Chapter 669, (<http://www.legis.state.ia.us/IACODE/Current/>), ISU agrees to indemnify and hold harmless the HOST AGENCY for any damages, losses, claims or demands arising out of the negligent acts or omissions of the ISU employees, officers, or agents.
- g. The Interns participating in the program will not be considered employees or agents of the HOST AGENCY or ISU for any purpose. Interns will not be entitled to receive any compensation from the HOST AGENCY or ISU or any benefits of employment from the HOST AGENCY or ISU, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

The HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any ISU Intern.

- h. No payments are expected to be made between the Parties or to the Interns in connection with this Agreement.
- i. The HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any Intern's participation at the HOST AGENCY for misconduct detrimental to the HOST AGENCY or its employees, patients or agents. The HOST AGENCY will immediately notify ISU if such an action is required and the reasons for such action. ISU may terminate an Intern's participation when, in its sole discretion, it determines that further participation by the Intern would no longer be appropriate. ISU will notify the HOST AGENCY if such action is required.
- j. Both Parties agree that there shall be no discrimination on the basis of marital status, race, color, ethnicity, sex, age, religion, pregnancy, sexual orientation, gender identity, genetic information, disability, national origin or status as a U.S. Veteran pertaining to any experiences during the Dietetic Internship.
- k. Both Parties will instruct their respective faculty, staff, and participating Interns to maintain confidentiality of Intern and patient information as required by law, including the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability Accountability Act (HIPAA) and by policies and procedures of ISU and the HOST AGENCY. ISU shall provide Interns general instruction regarding HIPAA.
- l. If the HOST AGENCY is a HIPAA Covered Entity pursuant to HIPAA regulations, the ISU Dietetic Interns are considered part of the HOST AGENCY's workforce as defined in 45 CFR 160.103 because Interns are trainees under the direct control of the facility even though they are not compensated nor employees of the HOST AGENCY and therefore Interns are subject to the HOST AGENCY's policy and procedure including Confidentiality of patient records and HIPAA Regulations and it is the responsibility of the HOST AGENCY to train the Intern on its specific policy and procedure.
- m. If the HOST AGENCY is a HIPAA Covered Entity, it is agreed that ISU is not a "Business Associate" of the HOST AGENCY as that term is defined by HIPAA and its accompanying regulations. Neither ISU nor the Intern is engaged in performing or assisting the HOST AGENCY in performing any of the Business Associate functions that are listed in the HIPAA Regulations, 45 CFR §160.103. The ISU Dietetic Internship Program is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.

II. RESPONSIBILITIES OF ISU

- a. ISU will assign only Interns to the HOST AGENCY who have satisfactorily completed the designated prerequisites as determined by the curriculum.
- b. After the Interns are identified, ISU will notify the HOST AGENCY of the planned schedule of Intern assignment to the HOST AGENCY. The Intern's name, previous academic preparation, and length and dates of the planned experience will be provided to the HOST AGENCY before the experience begins.
- c. ISU will initiate a criminal background check of the Intern assigned to the HOST AGENCY. The result of the criminal background check may be obtained by the HOST AGENCY upon request. If any information is uncovered that would indicate a record of abuse or neglect or a felony conviction, ISU shall notify the HOST AGENCY and decisions may be made that prevent the Intern from direct patient/client/employee access.
- d. ISU will require all participating Interns to have documented appropriate immunizations on file with the Internship Program. If applicable, the HOST AGENCY shall notify the Intern of any requests for evidence of immunization. ISU will inform the Intern of his/her responsibility to provide evidence to the HOST AGENCY of any required immunizations, when requested. ISU will also inform Interns that they may be required to undergo other similar screening tests pursuant to the HOST AGENCY's policies and practices, and that the cost of any such test will be paid by the Intern, if not the HOST AGENCY.
- e. ISU will require all participating Interns to have documented certification in HIPAA, CPR, First Aid, and Universal Precautions (Bloodborne Pathogens) on file with the Internship Program. If applicable, the HOST AGENCY shall notify the Intern of any requests for evidence of certification. ISU will inform the Intern of

his/her responsibility to provide evidence to the HOST AGENCY of any required certifications, when requested.

- f. ISU will inform the assigned Interns to comply with the rules and regulations which are applicable to her/his performance in the HOST AGENCY. These would include:
 - i. Following the administrative policies, standards, and practices and regulations, including dress code, of the HOST AGENCY.
 - ii. Providing his/her own transportation and living arrangements while attending the HOST AGENCY.
 - iii. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage, certifications, or similar documentation as requested by the HOST AGENCY.
- g. ISU will supply or work with the HOST AGENCY to prepare appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned Intern.
- h. ISU will advise all Interns assigned to the HOST AGENCY regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. ISU will also advise all Interns that the confidentiality requirements survive the termination or expiration of this Agreement.

III. RESPONSIBILITIES OF THE HOST AGENCY

- a. ISU will not have faculty located on-site at the HOST AGENCY, therefore the HOST AGENCY shall designate a preceptor for the purpose of providing on-site supervision and training for the Interns.
- b. Preceptors in the HOST AGENCY will be provided with time to plan, implement, and evaluate the Intern experiences and, when feasible, attend relevant conferences with or about Interns.
- c. The HOST AGENCY shall provide the Intern with an orientation that includes:
 - i. A copy of the pertinent rules and regulations with which the Intern is expected to comply.
 - ii. A tour of the facilities where the Intern will be learning.
 - iii. The philosophy of patient/client care at the HOST AGENCY.
 - iv. Other topics that will allow the Intern a quality learning experience during the Internship to the benefit of the HOST AGENCY, ISU and the Intern.
- d. The HOST AGENCY will retain full authority and responsibility for patient/client care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction.
- e. While in the HOST AGENCY's facilities, Interns will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient/client care and/or services. All services rendered by Interns must have educational value and meet the goals of the dietetics Internship program. The HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Intern's level of training.
- f. Interns shall be treated as trainees who have no expectation of receiving compensation or future employment from the HOST AGENCY or the School.
- g. The HOST AGENCY shall provide a supervised program of dietetics experience and maintain complete records pertaining to each Intern's performance. Written evaluations will be provided to the Dietetic Internship faculty using the forms provided by ISU or mutually agreed upon.

- h. In the event of an emergency, or other health care or medical needs, the Intern may be treated in the HOST AGENCY if it has an emergency department. If necessary, arrangements for transportation to another medical facility will be made. The cost of transportation and all medical treatment will be borne by the Intern.
- i. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event an Intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the Intern, will provide such emergency care as is provided its employees. In the event that the HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer the Intern to the nearest emergency facility. ISU will inform the Intern that the Intern will be responsible for any charges thus generated.
- j. Upon reasonable request by ISU, the HOST AGENCY will permit the inspection of the facilities, services available for learning experiences, Intern's records, and such other items pertaining to the Dietetic Internship Program.

IV. INSURANCE

- a. It is understood by the Parties that ISU is an agency of the State of Iowa and general and professional liability coverage is provided on a self-insurance basis under the Iowa Tort Claims Act, Iowa Code Chapter 669 for itself and its employees and professional liability insurance covering the Intern's activities is purchased by ISU.
- b. Professional liability insurance coverage for Interns is maintained by the ISU Dietetic Internship Program in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company. A copy of the insurance policy will be forwarded upon request.
- c. Interns are required to provide their own health insurance and provide documentation of such coverage to the HOST AGENCY upon request.
- d. Workers' Compensation is provided to ISU employees in accordance with Iowa Code Section 8A.457.
- e. It is understood by the Parties that the HOST AGENCY will maintain commercially appropriate general and professional liability insurance or self-insurance covering its employees and agents whenever ISU or its Interns are involved in the learning experience contemplated by this Agreement.

V. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be effective starting January 31, 2017 for a term of one (1) year and will automatically renew for consecutive one-year terms unless earlier terminated by one of the Parties.
- b. This Agreement contains the entire Agreement of the Parties as it relates to this subject matter and may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. This Agreement supersedes and cancels all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.
- c. This Agreement will be terminated 90 days after a written notice to the below named person by registered mail from either Party. This Agreement may also be terminated by either Party for cause after providing the other Party 30 days to cure the deficiency in performance under this Agreement. Any Intern currently placed with a HOST AGENCY shall be permitted to complete the placement unless the Intern is personally responsible for the reason termination is requested.
- d. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Iowa, which shall be the forum for any lawsuits arising from and incident to this Agreement.
- e. ISU is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by ISU of its governmental immunity.

- f. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- g. Although neither Party shall use the name, logo, trademark or image of the other Party for advertising, marketing, endorsement or other commercial purpose, the HOST AGENCY agrees that ISU may use the name and location of its facility in informational materials and posted on the ISU Dietetic Internship website in order to provide information regarding potential precepting locations to prospective applicants.
- h. The contact persons for any notices required by this Agreement are as follows:

For ISU:

Name: Director, Dietetics Internship

Phone: (515) 294-7316

Email: diisu@iastate.edu

For HOST AGENCY:

Name: Director of Business Support Services

Phone: 619-336-7735

Email: jhansen@nsd.us

- i. The persons executing this Agreement certify they have the authority to execute this Agreement on behalf of the respective Parties, and the Parties agree to the terms and conditions of this Agreement, as shown by the signatures.

IN WITNESS WHEREOF, the authorized representatives of ISU and the HOST AGENCY have caused this Affiliation Agreement to be executed on the date listed with the representative's signature.

HOST AGENCY: National School District

Name (Signature) Date: _____

Chris Carson, Assistant Superintendent of Business Services
(Printed Name) Title

Name (Signature) Date: _____

(Printed Name) Title

ISU: IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Laurie Kruzich, MS, RDN, LD
Dietetic Internship Director Date: _____

Ruth MacDonald, PhD, RD
Food Science & Human Nutrition Department Chair Date: _____

Agenda Item: **16.C. Approve Continued Delegation of Authority in Regard to Awarding of Emergency Contracts for the Palmer Way flooding, pursuant to Public Contract Code Section 22050 et. seq.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On Monday, December 4, Palmer Way School experienced a loss of eight classrooms due to flooding caused by a failed Heating, Ventilation, and Air Conditioning (HVAC) chiller unit. This loss has necessitated immediate repairs to the building for educational purposes, and for the health and safety of students and staff.

On December 13, 2017, the Governing Board of the National School District adopted Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts for this project.

Comments: Under the California Uniform Public Construction Cost Accounting Act (CUPCCA) which governs the National School District bids, the Governing Board of the National School District may authorize District staff to contract with the proper contractors in an emergency, without letting the contracts out to bid.

Section 4 of the approved resolution requires that the Governing Board review at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision.

Recommended Motion: Approve Continued Delegation of Authority in Regard to Awarding of Emergency Contracts for the Palmer Way flooding, pursuant to Public Contract Code Section 22050 et. seq.

Agenda Item: **16.D. Presentation and approval of National School District Audit Report and its findings for the 2016-2017 fiscal year.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: It is the intent of the Legislature to encourage sound fiscal management practices among school districts for the most efficient and effective use of public funds for the education of the children in California by strengthening fiscal accountability at the district, county and state level.

National School District had two audit findings as follows:

Finding #1

In review of the current expense formula for minimum classroom compensation, National School District is required to meet a minimum classroom compensation percentage of 60% percent for Cost of Education Expended for Classroom Compensation as an elementary school district. Based on the formula calculations, the District incurred no audit adjustments and the current expense of education for the fiscal year audited was \$57,012,036 which was deficient by \$131,128. The percentage spent by the District was 59.77%, 0.23% below the minimum required percentage of 60%.

Finding #2

In our review of attendance at Lincoln Acres Elementary, we noted that teacher verification of attendance is not being completed within one week of the attendance being taken and teachers were backdating signatures on attendance verification reports.

Comments: Education Code 41020 requires the Governing Board to provide an audit of the books and accounts of the District, including an audit of school district income and expenditures by source of funds. The audit for the preceding fiscal year shall be conducted no later than December 15 and reported to the Board on or before January 31 and filed with the County Superintendent of Schools, the State Department of Education and the State Controller.

The annual audit of all funds of National School District for the 2016-2017 fiscal year was conducted by Wilkinson & Hadley & Co., LLP, CPA's (Bob Wilkinson, Partner). A copy of the Audit Report is available for review at the National School District Business Office.

Mike Mears will be present at the Board meeting to answer any questions.

Recommended Motion: Approve National School District Audit Report and its findings for the 2016-2017 fiscal year.

Agenda Item: **16.E. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2016-2017 fiscal year.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: It is the intent of the Legislature to encourage sound fiscal management practices among school districts for the most efficient and effective use of public funds for the education of the children in California by strengthening fiscal accountability at the district, county and state level.

Integrity Charter School had no findings.

Comments: Education Code 41020 requires the Governing Board to provide an audit of the books and accounts of the District, including an audit of school district income and expenditures by source of funds. The audit for the preceding fiscal year shall be conducted no later than December 15 and reported to the Board on or before January 31 and filed with the County Superintendent of Schools, the State Department of Education and the State Controller.

The annual audit of all funds of Integrity Charter School for the 2016-2017 fiscal year was conducted by Wilkinson & Hadley & Co., LLP, CPA's (Bob Wilkinson, Partner). A copy of the Integrity Charter School Audit Report is available for review at the National School District Business Office and the Integrity Charter School Office.

Mike Mears will be present at the Board meeting to answer any questions.

Recommended Motion: Approve Integrity Charter School Audit Report and its findings for the 2016-2017 fiscal year.

Agenda Item: **16.F. Accept receipt of Beacon Classical Academy National City Charter School Audit Report and its findings for the 2016-17 fiscal year.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: It is the intent of the Legislature to encourage sound fiscal management practices among school districts for the most efficient and effective use of public funds for the education of the children in California by strengthening fiscal accountability at the district, county and state level.

Beacon Classical Academy Charter School had no findings.

Comments: Education Code 41020 requires the Governing Board to provide an audit of the books and accounts of the District, including an audit of school district income and expenditures by source of funds. The audit for the preceding fiscal year shall be conducted no later than December 15 and reported to the Board on or before January 31 and filed with the County Superintendent of Schools, the State Department of Education and the State Controller.

The annual audit of all funds of Beacon Classical Academy National City Charter School for the 2016-17 fiscal year was conducted by Christy White Associates, CPA's. A copy of the Beacon Classical Academy National City Audit Report is available for review at the National School District Business Office and the Beacon Classical Academy National City Charter School Office.

Recommended Motion: Accept receipt of Beacon Classical Academy National City Charter School Audit Report and its findings for the 2016-17 fiscal year.

Agenda Item: **17. BOARD WORKSHOP**

Quick Summary / None
Abstract:

Agenda Item: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**