



# **Governing Board Agenda**

**January 23, 2019**

## **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, Clerk**

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

### **Maria Betancourt-Castañeda, Member**

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2022.

### **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 2022.

### **Alma Sarmiento, President**

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2022.

## **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 for Oral Communications” 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 Assistant Superintendent--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.





## **REGULAR MEETING OF THE GOVERNING BOARD**

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

Wednesday, January 23, 2019

Closed Session – 4:00 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***

## **1. CALL TO ORDER**

## **2. PUBLIC COMMUNICATIONS**

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Alma Sarmineto,  
Board President

## **3. ADJOURN TO CLOSED SESSION**

### **4. CLOSED SESSION- 4:00 p.m.**

Closed session in accordance with Government Code Section 54956.9:  
**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Three Cases

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: National City Elementary Teachers Association

## **5. RETURN TO OPEN SESSION**

## **6. CALL TO ORDER**

## **7. PLEDGE OF ALLEGIANCE**

## **8. ROLL CALL**

## **9. PRESENTATIONS**

### **9.A. Presentation by Olivewood School Students.**

Linnette Castañeda,  
Principal, Olivewood  
& Maria Betancourt-  
Castañeda, Board  
Member

### **9.B. Recognize Mrs. Hilda Ragsdale, Olivewood School, as the National School District Volunteer of the Month for January 2019.**

Linnette Castañeda,  
Principal, Olivewood  
& Barbara Avalos,  
Board Member

- |  |   |
|--|---|
| <b>9.C.</b> Recognize Angelica Benitez, District Resource Teacher–Parent Engagement, as National School District Employee of the month for January 2019. | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services<br>& Maria Dalla, Board<br>Member   |
| <b>9.D.</b> Presentation of award from the OneSight Organization to the National School District Governing Board.  | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services<br>& Brian Clapper,<br>Board Member |
| <b>9.E.</b> Introduce and welcome the new employees.   | Leticia Hernandez,<br>Assistant<br>Superintendent,<br>Human Resources                                       |
| <b>9.F.</b> Superintendent's mid-year presentation on National School District progress.   | Leighangela Brady,<br>Superintendent  |

## **10. PUBLIC COMMUNICATIONS**

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Alma Sarmiento,  
Board President

## **11. AGENDA**

- 11.A.** Approve agenda.

Leighangela Brady,  
Superintendent

## **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

### **12.A. Minutes**

- 12.A.I.** Approve the minutes of the Regular Board Meeting held on December 12, 2018.

Leighangela Brady,  
Superintendent

- 12.A.II.** Approve the minutes of the Special Board Meeting held on January 9, 2019.

Leighangela Brady,  
Superintendent

- 12.A.III.** Approve the minutes of the Special Board Meeting held on January 16, 2019.

Leighangela Brady,  
Superintendent

<b>12.B. Administration-None</b>	Leighangela Brady, Superintendent
<b>12.C. Human Resources</b>	
<b>12.C.I.</b> Ratify/approve recommended actions in personnel activity list.	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>12.C.II.</b> Accept the employee resignations/retirements.	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>12.D. Educational Services</b>	
<b>12.D.I.</b> Approve School Accountability Report Cards (SARC) for the 2017-2018 school year (Exhibit A).	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>12.D.II.</b> Approval Final Revision Single Plan for School Achievement for the 2018-2019 school year for National School District Schools.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>12.D.III.</b> Approve Agreement #CT3569 between the Department of Health Care Services (DCHS), National School District (NSD) and Practi-Cal to ensure the privacy of information is protected regarding clients named in Medi-Cal billing.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>12.E. Business Services</b>	
<b>12.E.I.</b> Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit B.	Christopher Carson, Assistant Superintendent, Business Services
<b>12.E.II.</b> Authorize the Assistant Superintendent of Business Services to advertise for Bid 18-19-183 Olivewood Parking Lot.	Christopher Carson, Assistant Superintendent, Business Services
<b>12.E.III.</b> Authorize the Assistant Superintendent of Business Services to advertise for Bid 18-19-184 Palmer Way Parking Lot.	Christopher Carson, Assistant Superintendent, Business Services

### 13. GENERAL FUNCTIONS

- |  |                                      |
|--|--------------------------------------|
| <b>13.A.</b> Adjust monthly stipend for Governing Board Members.               | Leighangela Brady,<br>Superintendent |
| <b>13.B.</b> Approve Contract #CT3567 with Creative Images Photography Studio. | Leighangela Brady,<br>Superintendent |

### 14. POLICIES, REGULATIONS, BYLAWS

- |   |   |
|---|---|
| <b>14.A.</b> Second Reading and Adoption  |   |
| <b>14.A.I.</b> Adopt Board Policies and Administrative Regulations from California School Boards Association updates. | Leighangela Brady,<br>Superintendent                                    |
| <b>14.B.</b> First reading and discussion of Board Policy 5111 and Administrative Regulation 5111.                    | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |

### 15. EDUCATIONAL SERVICES

- |   |   |
|---|---|
| <b>15.A.</b> Presentation on the National School District Preschool Program.  | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>15.B.</b> Approve partnership with Education US Navy and Lincoln Acres School to provide tutoring and mentoring for students.  | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>15.C.</b> Approve iReady Diagnostic and Instruction Pilot Agreement and California Student Data Privacy Agreement with Curriculum and Associates and National School District to provide professional learning for iReady Common Core Diagnostic Assessment. | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>15.D.</b> Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Motion: Literature/Theater arts assemblies for all students at Ira Harbison School.   | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>15.E.</b> Approve Amended Contract #CT3505 with Regents of the University of California Irvine for 2018-2019 to provide K-6 support of math units at all sites.  | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |

### 16. HUMAN RESOURCES

- |   |   |
|---|---|
| <b>16.A.</b> Approve Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training. | Leticia Hernandez,<br>Assistant<br>Superintendent,<br>Human Resources |
|---|---|

**16.B.** Approve Consultant Contract #C3568 with SWING Education to provide substitutes for certificated staff to use during professional development.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

## **17. BUSINESS SERVICES**

**17.A.** Presentation and approval of National School District Audit Report and its findings for the 2017-2018 fiscal year.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.B.** Presentation and approval of Integrity Charter School Audit Report and its findings for the 2017-2018 fiscal year.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.C.** Report on the Governor's Proposals for the 2019-2020 State Budget and K-12 Education.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.D.** Approve Resolution #18-19.21 and award contract #CT3563 to Cox Communications, Inc., for Request For Proposal 18-19-238 Telecommunications – Data Circuits and Internet Services for E-Rate School Year 2019-2020.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.E.** Accept gifts.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

## **18. BOARD WORKSHOP**

## **19. BOARD/CABINET COMMUNICATIONS**

## **20. ADJOURNMENT**

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmineto, 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**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Three Cases

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Closed session in accordance with Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: Leticia Hernandez  
Employee organizations: 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  
Dr. Leticia Hernandez, Assistant Superintendent-Human Resources  
Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Olivewood School Students.**

Speaker: Linnette Castañeda, Principal, Olivewood & Maria Betancourt-Castañeda, Board Member

Quick Summary /  
Abstract: Olivewood students learn using the latest educational resources available. Teachers use innovative strategies to engage and deepen student understanding. For this presentation, students in sixth grade will share different ways they use innovative tools to comprehend and critically think about various subjects, ideas, and situations.

Agenda Item: **9.B. Recognize Mrs. Hilda Ragsdale, Olivewood School, as the National School District Volunteer of the Month for January 2019.**

Speaker: Linnette Castañeda, Principal, Olivewood & Barbara Avalos, Board Member

Quick Summary / Abstract: Mrs. Hilda Ragsdale currently has one granddaughter in Kindergarten at Olivewood. Even though Mrs. Ragsdale has a busy schedule, she puts her granddaughter and our school as a priority. Her volunteer work as a crossing guard at 24th and F Avenue has been priceless. The children have developed a close bond with her and appreciate her support. In addition, Mrs. Ragsdale, is an active volunteer and participant in our leadership committees. She is part of PTA, supports with our Farmers Market, and attends District Advisory Parent Committee. Mrs. Ragsdale is a true partner in education. We are eternally grateful for her support and look forward to many years of collaboration.

Agenda Item:	<b>9.C. Recognize Angelica Benitez, District Resource Teacher–Parent Engagement, as National School District Employee of the month for January 2019.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services & Maria Dalla, Board Member
Quick Summary / Abstract:	Educational Services Department would like to recognize Angelica Benitez, District Resource Teacher–Parent Engagement as the Employee of the month for January 2019.
Comments:	<p>Angelica Benitez serves as National School District Resource Teacher-Parent Engagement. She is very enthusiastic in all aspects of her work and committed to providing excellence to our National School District parents and community.</p> <p>Angelica focuses on building trusting collaborative relationships among teachers, families, and community members. She brings many strengths to her work including a deep commitment to empower parents through opportunities to build relationships with staff and community. She is always present at parent leadership meetings and works seamlessly to support families in contributing to the conversations and decisions. She is instructionally knowledgeable and knows how to support parents and students when parents have questions about supporting their child academically. Additionally, she creates meaningful opportunities for learning about the work in the classrooms which supports stronger collaborative relationships with teachers and site administration.</p> <p>Angelica recognizes respects and addresses families’ needs in a culturally appropriate manner. As a member of the community and a parent, Angelica knows and understands the needs of NSD families. Her strong outreach systems and interpersonal skills allow her to build partnerships with resources available in National City and connect them to parents. Her understanding and deep respect of the cultures of our community erodes communication barriers and results in empowering parents. This is evident in the leadership she provides with our community partners and local Family Resource Center team.</p> <p>Angelica embraces a philosophy of partnership with parents and works to “flatten” the system so that power and responsibility for students is shared between schools and parents. Dedication, kindness and commitment to the National City community is how Angelica leads a system of parent empowerment. She is relentless in providing communication forums that provide parents a seat at the table. She works closely with parent advocacy groups, such as Ninth District PTA, to ensure our parents are supported as they guide the reigns of local site leadership.</p> <p>Angelica is the epitome of an effective parent, school and community liaison. Her kindness, caring and dedication to National City and National School District are evident in all aspects of her interactions throughout each and every day.</p>

Agenda Item:	<b>9.D. Presentation of award from the OneSight Organization to the National School District Governing Board.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services & Brian Clapper, Board Member
Quick Summary / Abstract:	<p>Annually, the National School District has worked in conjunction with the OneSight Organization to provide South County School District students in need with a comprehensive eye examination for distribution of eye glasses.</p> <p>On behalf of the OneSight Organization, an award will be presented to the National School District Governing Board to memorialize their gratitude for the participation and support of the National School District in this successful program.</p>
Comments:	<p>The 2018 OneSight Clinic provided 1,168 pairs of glasses for the children of South County School Districts. Over the past 13 years, the clinic has provided a grand total of 13,966 pairs of glasses.</p> <p>This program is run by volunteers from the National City Host Lions Club and community volunteers, as well as National School District personnel.</p>

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

Speaker:               Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /  
Abstract:               The employees on the attached list were approved at the December 12, 2018 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

Introduce & Welcome 1/23/19		
Name	Position	Location
1. Jennifer Ma	Classroom Teacher	Olivewood School

Agenda Item:	<b>9.F. Superintendent's mid-year presentation on National School District progress.</b>
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	Each year in January, the Superintendent presents a mid-year update to the Governing Board.
Comments:	<p>This presentation will provide a "State of the District" update and revisit progress since last year's presentation.</p> <p>The Superintendent will outline accomplishments, highlight work in progress, and discuss next steps for the District.</p>

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, 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: Alma Sarmiento, 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 12, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
12/12/18- Regular Minutes

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

December 12, 2018  
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**

President Betancourt-Castañeda called the meeting to order at 4:02 p.m.

**2. PUBLIC COMMUNICATIONS**

None

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION**

Closed Session was held from 4:03 p.m. to 5:55 p.m.

Board President announced that in Closed Session the Board voted unanimously to appoint Mr. David Castillo as the Director of Maintenance and Operations.

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

President Betancourt-Castañeda called the public meeting to order at 6:07 p.m.

**7. PLEDGE OF ALLEGIANCE**

John A. Otis student, Michael Rodriguez-Thayer, led the Pledge of Allegiance.

## **8. OATH OF OFFICE**

### **8.A. Administer Oath of Office for Maria Betancourt-Castañeda, Maria Dalla and Alma Sarmiento.**

The Oath of Office was administered to the following elected Board Members:

Maria Betancourt-Castañeda oath administered by Leighangela Brady, Ed.D., District Superintendent. The newly elected Board Member was presented with a certificate of election from the State of California.

Maria Dalla oath administered by Leighangela Brady, Ed.D., District Superintendent. The newly elected Board Member was presented with a certificate of election from the State of California.

Alma Sarmiento oath administered by Leighangela Brady, Ed.D., District Superintendent. The newly elected Board Member was presented with a certificate of election from the State of California.

## **9. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

## **10. ANNUAL ORGANIZATIONAL MEETING**

### **10.A. Election of Board President**

**Motion Passed:** Nominate Alma Sarmiento as Board President passed with a motion by Ms. Barbara Avalos 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

### **10.B. Election of Board Clerk**

**Motion Passed:** Nominate Barbara Avalos as Board Clerk passed with a motion by Ms. Alma Sarmiento 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

**10.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 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

**10.D. Approve the National School District Governing Board meeting schedule for the 2019 calendar year.**

**Motion Passed:** Approve the National School District Governing Board meeting schedule for the 2019 calendar year passed with a motion by Ms. Alma Sarmiento 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

**11. RECESS/RECEPTION**

At 6:20 p.m., Mrs. Maria Betancourt-Castañeda called the meeting to a recess.

At 6:33 p.m., President Sarmiento reconvened the public meeting.

**12. PRESENTATIONS**

**12.A. Presentation by John A. Otis School students.**

John A. Otis students gave a presentation about what they learned on Renewable Energy during Apprentice week with the IBEW 569.

Board member, Clapper presented each of the students with a certificate, book and bookmark.

**12.B. Recognize Mrs. Maria Gutierrez, John A. Otis School, as the National School District Volunteer of the Month for December 2018.**

Recognized Mrs. Maria Gutierrez, John A. Otis School, as the National School District Volunteer of the Month for December 2018.

On behalf of the Governing Board, Ms. Maria Dalla presented Mrs. Gutierrez with a certificate and a logo clock.

**12.C. Recognize Jahzeel Anzures Ramirez, Campus Student Supervisor, Central School, as National School District Employee of the Month for December 2018.**

Recognized Jahzeel Anzures Ramirez, Campus Student Supervisor, Central School, as National School District Employee of the Month for December 2018.

On behalf of the Governing Board, Ms. Barbara Avalos presented Ms. Anzures Ramirez with a certificate and a District logo watch.

**12.D. Introduce and welcome the new employees.**

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, introduced and welcomed the new employees.

Board President, Ms. Alma Sarmiento, presented each new employee with a District pin.

**12.E. Presentation of award from the OneSight Organization to the National School District Governing Board.**

Item was postponed to the January 23, 2019 meeting.

**13. PUBLIC COMMUNICATIONS**

None

**14. AGENDA**

**14.A. Approve agenda.**

**Motion Passed:** Approve agenda passed with a motion by Ms. Barbara Avalos 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

**15. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** Approve Consent Calendar 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

**15.A. Minutes**

**15.A.I. Approve the minutes of the Regular Board Meeting held on November 14, 2018.**

**15.B. Administration**

**15.C. Human Resources**

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

**15.C.II. Accept the employee resignations/retirements.**

**15.D. Educational Services**

**15.E. Business Services**

**15.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.**

**15.E.II. Adopt Resolution #18-19.20 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13 18/19 Apple Computer Products, Services, and Related Items).**

**16. GENERAL FUNCTIONS**

**17. EDUCATIONAL SERVICES**

**17.A. Approve out of state travel for Angelica Benitez, District Resource Teacher-Educational Services, to attend the Family Leadership Institute Practitioner Training Summit January 15-18, 2019 in San Antonio, TX.**

**Motion Passed:** Approve out of state travel for Angelica Benitez, District Resource Teacher-Educational Services, to attend the Family Leadership Institute Practitioner Training Summit January 15-18, 2019 in San Antonio, TX passed with a motion by Ms. Barbara Avalos 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

**17.B. Approve Contract #CT3552 with Maria daVenza Timmanns, Ph.D. to conduct a Philosophy course with teachers of GATE students at all ten schools.**

**Motion Passed:** Approve Contract #CT3552 with Maria daVenza Timmanns, Ph.D. to conduct a Philosophy course with teachers of GATE students at all ten schools 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

**17.C. Approve #CT3557 for Individual Service Agreement with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2018-2019 school year.**

**Motion Passed:** Approve #CT3557 for Individual Service Agreement with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2018-2019 school year passed with a motion by Ms. Maria Betancourt-Castañeda 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

**17.D. Approve adoption of Benchmark Advanced/Adelante and American Reading materials and professional development for teachers in grades K-6.**

**Motion Passed:** Approve adoption of Benchmark Advanced/Adelante and American Reading materials and professional development for teachers in grades K-6 passed with a motion by Ms. Barbara Avalos 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 Internship Agreement #CT3558 with Idaho State University to establish interns for Speech Language Pathologists.**

**Motion Passed:** Following discussion approve Internship Agreement #CT3558 with Idaho State University to establish interns for Speech Language Pathologists passed with a motion by Ms. Maria Betancourt-Castañeda 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. Approve the District Annual Developer Fee Report for Fiscal Year 2017-2018.**

**Motion Passed:** Approve the District Annual Developer Fee Report for Fiscal Year 2017-2018 Passed with a motion by Ms. Maria Betancourt-Castañeda 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.B. Report on and Approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2018 (Exhibit B).**

Mr. Chris Carson gave a report on the Positive Certification and Budget Revision for the First Period Interim Financial Report as of October 31, 2018.

**Motion Passed:** Following discussion approve the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2018 (Exhibit B) Passed with a motion by Ms. Maria Betancourt-Castañeda 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

**19.C. Approve Consultant Contract #CT3551 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.**

**Motion Passed:** Approve Consultant Contract #CT3551 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel passed with a motion by Ms. Barbara Avalos 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

**19.D. Approve Consultant Contract #CT3555 with Catholic Charities for participation in their Foster Grandparents Program at Lincoln Acres School.**

**Motion Passed:** Approve Consultant Contract #CT3555 with Catholic Charities for participation in their Foster Grandparents Program at Lincoln Acres School 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.E. Accept gifts.**

**Motion Passed:** Accept gifts passed with a motion by Ms. Maria Betancourt-Castañeda 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

## **20. BOARD WORKSHOP**

### **20.A. Review and discuss suggested revisions and updates to Board Policies and Administrative Regulations.**

Due to the high quantity of policies to review, Board members conducted a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop will be brought forward at a subsequent Board meeting as consideration for adoption.

## **21. BOARD/CABINET COMMUNICATIONS**

Ms. Maria Betancourt-Castañeda thanked her family for their support during her campaign. She congratulated the students on their presentation, the Volunteer of the Month and the Employees of the Month. She congratulated the re-elected board members. She congratulated Raul Martinez, Director of Maintenance & Operations, on his retirement. She wished everyone Happy Holidays.

Ms. Maria Dalla thanked her husband for his support. She congratulated the students on their presentation, the Volunteer of the Month and the Employees of the Month. She shared she attended the Sea Turtle field trip with Ocean Connectors, and thanked Frances Kinney for her showing her the different programs they run. She congratulated Raul Martinez, Director of Maintenance & Operations, on his retirement. She wished everyone a Merry Christmas.

Mr. Brian Clapper congratulated the re-elected Board members. He congratulated the students on their presentation. He welcomed the new employees. He wished good luck to Raul Martinez, Director of Maintenance & Operations, on his retirement. He invited everyone to join him this Saturday, December 15, 2018 at 9:00 a.m. at the Martin Luther King Jr. Center for the annual Spirit of the Holidays distribution.

Ms. Barbara Avalos congratulated the students on their presentation, the Volunteer of the Month and the Employees of the Month. She congratulated the re-elected Board members. She wished good luck to Raul Martinez, Director of Maintenance & Operations, on his retirement. She shared that she and the Board attended the annual CSBA conference, where she saw great presentations in the sessions. She thanked everyone for coming to the meeting. She shared she attended NCPD's Calendar Awards, where the district student winners were recognized.

Ms. Vanessa Ceseña thanked the Board for the opportunity on her new position and looks forward to working with them.

Ms. Jocelyn Gomez thanked Vanessa Ceseña for coming on Board to be a part of the Administration Department.

Dr. Leticia Hernandez congratulated the re-elected Board members. She congratulated and wished good luck to Raul Martinez, Director of Maintenance & Operations, on his retirement. She wished everyone Happy Holidays.

Mr. Christopher Carson congratulated the re-elected Board members. He congratulated Mr. David Castillo on his appointment to Director of Maintenance & Operations. He spoke about the recent flooding at the school sites. He thanked Mr. Raul Martinez for having worked on installing air conditioning in every classroom.

Dr. Sharmila Kraft congratulated and wished good luck to Raul Martinez, Director of Maintenance & Operations, on his retirement. She applauded the innovation and creativity of the student presenters. She thanked the Board for their support on the materials acquisition. She congratulated the re-elected Board members. She wished everyone Happy Holidays and a Happy New Year.

Dr. Leighangela Brady congratulated the re-elected Board members. She thanked Maria Betancourt-Castañeda for serving as Board President this past year and Alma Sarmiento for serving as Board Clerk. She shared that she looks forward to working with Alma Sarmiento as the new Board President and congratulated Barbara Avalos on being selected as Board Clerk.

She shared that Ocean Connectors had a contest where students wrote about Environmental Stewardship. On Wednesday, December 19 they will award one student from all ten schools as the winner and will be given a bike. Also on Friday, December 21, Bella's House of Hope will return for the third year to give every student a pair of Converse shoes at John A. Otis School.

She congratulated and wished good luck to Raul Martinez, Director of Maintenance & Operations, on his retirement. She commented on his work of the Deferred Maintenance Book. She wished Jocelyn Gomez a Happy Birthday. She welcomed Vanessa Ceseña to the department. She wished everyone Happy Holidays.

Ms. Alma Sarmiento congratulated the students on their presentation, the Volunteer of the Month and the Employees of the Month. She thanked Raul Martinez, Director of Maintenance & Operations for the Deferred Maintenance Book. She congratulated and welcomed Mr. David Castillo newly appointed Director of Maintenance & Operations. She congratulated former Star News reporter, Robert Moreno, who is now the Senior Council Aide to Chula Vista's Council Member Elect, Jill Galvez. She wished everyone Happy Holidays.

## **22. ADJOURNMENT**

The meeting was adjourned at 8:29 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on January 9, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
01/09/19- Special Minutes

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

January 09, 2019  
3:30 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 3:30 PM:**

Present:

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

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 3:35 p.m.

**2. PLEDGE OF ALLEGIANCE**

Board President, Alma Sarmiento, led the Pledge of Allegiance.

**3. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. ADJOURN TO CLOSED SESSION**

**6. CLOSED SESSION – 3:30 P.M.**

Closed session was held from 3:37 p.m. to 5:54 p.m.

Closed session was held from 3:37 p.m. to 5:54 p.m. Board President, Alma Sarmiento announced that in Closed Session the Governing Board unanimously agreed to enter into a contract with Attorney Baker & Hostetler LLP, not to exceed \$125,000.

**7. ADJOURNMENT**

The meeting was adjourned at 5:54 p.m.

Agenda Item: **12.A.III. Approve the minutes of the Special Board Meeting held on January 16, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
01/16/19- Special Minutes

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

January 16, 2019  
4:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 4:05 PM:**

Present:

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

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 4:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

Board President, Alma Sarmiento, led the Pledge of Allegiance.

**3. ROLL CALL**

Mrs. Vanessa Ceseña took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. ADJOURN TO CLOSED SESSION**

**6. CLOSED SESSION – 4:07 P.M.**

Closed session was held from 4:07 p.m. to 6:55 p.m.

Board President, Alma Sarmiento announced that in Closed Session the Governing Board unanimously approved a settlement agreement for OAH case number 2018120257.

**7. ADJOURNMENT**

The meeting was adjourned at 6:55 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

Speaker:               Leighangela Brady, Superintendent

Quick Summary /       None  
Abstract:

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

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

Speaker:               Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact:      See staff recommendations table.

Attachments:  
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**  
**January 23, 2019**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
1. Rhian Hardee	Speech Language Pathologist 6.58 hours per day 185 days per year Lincoln Acres School	January 28, 2019	Class 1, Step 1	General Fund

<b>Temporary Employment</b>				
2. Mirna Garcia Delgadillo	Impact Teacher 4 hours per day Not to exceed 134 days per year Kimball School	January 24, 2019 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Fund
3. Rebecca Salimi	Classroom Teacher (Roving) 6.58 hours per day 185 days per year District Office	January 28, 2019 to June 5, 2019	Class 1, Step 1	Title 1 Fund
4. Beneranda Sebourn	Impact Teacher 4 hours per day Not to exceed 134 days per year Las Palmas School	January 24, 2019 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Fund
5. Alan Silver	Impact Teacher 4 hours per day Not to exceed 134 days per year District Office	January 24, 2019 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	Title 1 Fund
6. Natalie Yacoo	Classroom Teacher (Roving) 6.58 hours per day 185 days per year District Office	January 28, 2019 to June 5, 2019	Class 1, Step 1	Title 1 Fund

**Additional Duties**

None				
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**Contract Extension/Change**

7. Mayra Cueva Flores	From Classroom Teacher Central School to Language Arts Specialist Rancho de la Nación School	TBD	Class 1, Step 1	General Fund
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**Unpaid Leave of Absence**

8. Evy Baca	Teacher Rancho de la Nación School	March 6, 2019 to June 5, 2019	Child Rearing	
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**CLASSIFIED STAFF RECOMMENDATIONS**  
**January 23, 2019**

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

9. Erika Cruz	Instructional Assistant-Preschool 3.5 hours per day 210 days per year El Toyon School	January 25, 2019	Range 18, Step 1	General Fund
10. Berenice De La Rocha	Campus Student Supervisor 3 hours per day 210 days per year John Otis School	January 25, 2019	Range 8, Step 1	General Fund

**Contract Extension/Change**

None				
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**Unpaid Leave of Absence**

11. Maria D. Sandoval	Instructional Assistant-Health Care Lincoln Acres School	January 15, 2019 to March 15, 2019	FMLA	
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**Temporary Employment**

None				
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Assistant Superintendent, Human Resources.

Attachments:  
Resignations/Retirements

<b>Resignations 1/23/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Andrea Boggia	Impact Teacher	El Toyon School	December 14, 2018
Stephanie Cobian	Campus Student Supervisor	Ira Harbison School	December 21, 2018
Hannah Fuentes	Instructional Assistant-Health Care	Kimball School	January 25, 2019
Rebecca Salimi	Impact Teacher	District Office	January 25, 2019
Evelina Sosa	Classroom Teacher	Lincoln Acres School	December 27, 2018
Rebecca Yacoo	Impact Teacher	District Office	January 25, 2019

<b>Retirements 1/23/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Patricia Felix	Administrative Assistant-School	Rancho de la Nación School	February 4, 2019
Esther Figueroa	Campus Student Supervisor	Rancho de la Nación School	December 14, 2018

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

Agenda Item: **12.D.I. Approve School Accountability Report Cards (SARC) for the 2017-2018 school year (Exhibit A).**

Speaker: Sharmila Kraft, 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](http://www.nsd.us).

Attachments:  
Exhibit A

Agenda Item:	<b>12.D.II. Approval Final Revision Single Plan for School Achievement for the 2018-2019 school year for National School District Schools.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>California Education Code (EC) Section 64001(a), requires each school in a local education agency to create a consolidated plan required by funding programs into a single plan called the Single Plan for Student Achievement (SPSA).</p> <p>The SPSA, including student achievement goals and proposed expenditures of funds allocated to the school, shall be developed, reviewed and updated annually, by the school site council (SSC), to support the school’s improvement efforts and determine progress toward accomplishing the goals set forth in the plan.</p> <p>The plan should align to the District LCAP goals and includes the following components: Vision and Mission, Student Performance Data Summary, Student Performance Data Findings and Conclusions, School Goals/Objectives for Improving Student Achievement, Action Plan, and Budget.</p> <p>The SPSA including any subsequent revisions shall also be reviewed and approved by the local governing board of an LEA at a regularly scheduled meeting (EC Section 64001[g]).</p>
Comments:	<p>The process of developing the plan is designed as a partnership between site staff and the School Site Council. The process of developing the following document is:</p> <ul style="list-style-type: none"> <li>• Determine achievement needs based on data</li> <li>• Gather stakeholder Input around needs area</li> <li>• Develop goals aligned to District LCAP goals</li> <li>• Plan budget around meeting goals ensuring alignment to funding rules</li> <li>• Monitor goal progress</li> </ul> <p>Copies of the school plans are available in the office of the Assistant Superintendent, Educational Services.</p>
Recommended Motion:	Approval Final Revision Single Plan for School Achievement for the 2018-2019 school year for National School District Schools.

Agenda Item:	<b>12.D.III. Approve Agreement #CT3569 between the Department of Health Care Services (DCHS), National School District (NSD) and Practi-Cal to ensure the privacy of information is protected regarding clients named in Medi-Cal billing.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this Memorandum of Understanding (MOU) will meet the requirement set by California legislation that requires school districts obtain Board approval to share student information with third party vendors.  This MOU is required for NSD to receive any monies from Medi-Cal.  This Agreement addresses the conditions under which the Department of Health Care Services (DCHS) will disclose and the User(s) the National School District (NSD) will obtain and use Medi-Cal data file(s). This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement.
Comments:	In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and the National School District/Practi-Cal (parties) enter into this Agreement as follows: This Agreement is by and between the California Department of Health Care Services and National School District/Practi-Cal User(s).
Recommended Motion:	Approve Agreement #CT3569 between the Department of Health Care Services (DCHS), National School District (LEA) and Practi-Cal to ensure the privacy of information is protected regarding clients named in Medi-Cal billing.
Financial Impact:	No financial impact.
Attachments:	CT3569

## DEPARTMENT OF HEALTH CARE SERVICES

### AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

1. In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and \_\_\_\_\_ (parties) enter into this Agreement as follows: This Agreement is by and between the California Department of Health Care Services and \_\_\_\_\_ (User(s)).
  
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
  
3. The parties mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized acquisition, access, use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

\_\_\_\_\_  
Name of Custodian of Files

\_\_\_\_\_  
Title/Component

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone Number / Email Address

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

**California Department of Health Care Services**  
**Safety Net Financing Division, LEA Program Unit**  
**Attn: Cheryl Ward**  
**(916) 345-7687**  
**[LEA@dhcs.ca.gov](mailto:LEA@dhcs.ca.gov)**

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files  
Attachment B: Security Controls  
Attachment C: Notification of Breach  
Attachment D: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. The data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, *which include the Final Omnibus Rule*, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 *et. seq.*, Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether or not publicly available, to individually identify any person to anyone other than DHCS, as provided in this Agreement.

8. The following definitions shall apply to this Agreement. The terms used in this Agreement not otherwise defined shall have the same meanings as those terms have in the HIPAA regulations, the IPA or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the IPA.
  - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
  - c. Personal Information (PI) shall have the meaning given to such term in Civil Code sections 1798.3 and 1798.29.
  - d. PHI means individually identifiable health information that is transmitted by electronic media maintained in electronic media (45 CFR § 160.103), or is transmitted or maintained in any other form or medium (Management Memo Management Memo (MM) 08-11 and SAM 5365.2; Also, see SAM 5305.8).
  - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
  - f. Security Incident means the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
  - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h) and the HIPAA regulations.

9. The User(s) represent and warrant that, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization, except as DHCS shall authorize in writing. The User(s) agrees that, within the User's (s') organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.
10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.
11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, and the Health Information Technology for Economic and Clinical Health Act ( the HITECH Act), and the HIPAA Regulations. Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment B of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s).

12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., the Confidentiality of Substance Use Disorder Patient Records 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.53 allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose, or to investigate or prosecute criminal or other activities as authorized by an appropriate court order under section 2.66. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.
13. The User(s) agree to report to DHCS any acquisition, access, use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the acquisition, access, use or disclosure as specified in Attachment C, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
  - a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
  - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.

16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.
18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2021, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.
20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
21. This Agreement shall be binding on any successors to the parties.

22. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

\_\_\_\_\_  
Name of Custodian of File(s)

\_\_\_\_\_  
Title/Component

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

23. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Component

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
NPI Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City/State/ZIP

\_\_\_\_\_  
Phone Number / Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

24. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Name of DHCS Representative

\_\_\_\_\_  
Title/Component

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Agenda Item: **12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit B.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Financial Impact: See exhibit for summary of expenditures  
All funds are included in the totals

Attachments:  
Exhibit B

Agenda Item:	<b>12.E.II. Authorize the Assistant Superintendent of Business Services to advertise for Bid 18-19-183 Olivewood Parking Lot.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	This project will create a new parking lot at Olivewood School and access for safer student drop-off and pick-up. The current student drop-off and pick-up is in the street in front of the school. The new area will allow for this process to take place in an area specifically designed for this function. Additionally, the existing parking lot has limited capacity, and is closed to the public. Visitors to the school are required to find parking on the street.
Comments:	This project is necessary to make traffic flow easier and safer for students, staff and the community. It will also provide additional parking space for staff and community.
Financial Impact:	Contract costs: \$0 Additional Staffing costs: \$0 Other costs: \$500 (Advertising) One time cost General Fund

Agenda Item: **12.E.III. Authorize the Assistant Superintendent of Business Services to advertise for Bid 18-19-184 Palmer Way Parking Lot.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This project will provide increased parking at Palmer Way School and access for safer student drop-off and pick-up.

Comments: This project is necessary to make traffic flow easier and safer for students, staff and the community. It will also provide additional parking space for staff and community.

Financial Impact: Contract costs: \$0  
Additional Staffing costs: \$0  
Other costs: \$500 (Advertising)  
One time cost  
General Fund

Agenda Item:	<b>13. GENERAL FUNCTIONS</b>
Agenda Item:	<b>13.A. Adjust monthly stipend for Governing Board Members.</b>
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	Per Education Code 35120, stipends for Governing Boards may be adjusted on an annual basis.
Comments:	<p>This item is being brought forward for the Board to consider a compensation adjustment. Per Education Code 35120, stipends for Governing Boards may be adjusted on an annual basis.</p> <p>Considerations for this adjustment include the following:</p> <ul style="list-style-type: none"> <li>• This is not a raise, but rather an adjustment in compensation.</li> <li>• Board members receive a \$252 stipend per month.</li> <li>• On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in Education Code section 35120, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the governing board.</li> <li>• Board members do not receive additional compensation for special Board meetings called within a given month.</li> <li>• The cost of the adjustment to the Governing Board's monthly stipend is \$12.60 per month for each Board member.</li> </ul>
Recommended Motion:	Adjust monthly stipend for Governing Board Members.
Financial Impact:	<p>Governing Board Stipend</p> <p>Annual cost</p> <p>General Fund</p>

Agenda Item: **13.B. Approve Contract #CT3567 with Creative Images Photography Studio.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: This contract is for photography services that can help the National School District collect high resolution photos to use on our website, print for walls o the Boardroom, use for press releases, brochures, etc.

Comments: In selecting this proposal, the district researched local photographers and compared various proposals. Creative Images Photography Studio was selected based on his local work and work with school districts, price, and availability.

Recommended Motion: Approve Independent Contract #CT3567 with Creative Images Photography Studio.

Financial Impact: Contract costs: Not to exceed \$6,000.00  
\$40/hour photographer coverage  
\$40/hour pre and post preparation fee  
Additional Staffing costs: \$0  
Other costs: \$0  
As needed  
General Fund

Attachments:  
CT3567

[ - ] [ - ] [ - ] [ - ] [ - ] [ - ]  
Fund Res Goal Function Object School

Contract No. CT3567

## 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

Creative Images Photography Studio		45 East Plaza Blvd
Contractor	Taxpayer ID Number	Mailing Address

National City	CA	91950	hereinafter referred to as "Contractor."
City	State	Zip Code	

**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. Creative images will provide photographic services as needed.

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

2. Term. Contractor shall commence providing services under this Agreement on January 24, 2019, and will diligently perform as required and complete performance by July 23, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Six thousand and 00/100 Dollars (\$6,000). District shall pay Contractor according to the following terms and conditions:  
Hourly photographer fee- \$40/hour  
Hourly pre and post fee- \$40/hour

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

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:  
N/A

(For additional explanation of expense reimbursement terms, attach Exhibit C, which then will be incorporated here in full by this reference.)

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:  
N/A

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 contract, 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. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
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: 45 East Plaza Blvd  
National City, CA 91950

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 23<sup>rd</sup> day of January, 2019.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

**Board Approval Date:** \_\_\_\_\_

(Area Code) Telephone Number

Agenda Item:	<b>14. POLICIES, REGULATIONS, BYLAWS</b>
Agenda Item:	<b>14.A. Second Reading and Adoption</b>
Agenda Item:	<b>14.A.I. Adopt Board Policies and Administrative Regulations from California School Boards Association updates.</b>
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>The updates have been reviewed by staff, were submitted to the Governing Board for a first reading on November 14, 2018. A workshop was held on December 12, 2018 and they are now ready for a second reading and adoption by the Governing Board, with the exception of the following items:</p> <p>BP 5111 Admission AR 5111 Admission</p> <p>These items were pulled for further review by staff and will be presented at this Board meeting for a second first reading and discussion.</p>
Comments:	See Exhibit C
Recommended Motion:	Adopt Board Policies and Administrative Regulations from California School Boards Association updates.
Attachments: Exhibit C	

Agenda Item: **14.B. First reading and discussion of Board Policy 5111 and Administrative Regulation 5111.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.

Attachments:  
BP-AR 5111

# National SD

## Board Policy

Students

BP 5111(a)

### ADMISSION

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children **entering seeking admission to** a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

~~When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not~~

BP 5111(b)

### ADMISSION (continued)

~~reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with~~ **The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.**

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5118 - Open Enrollment Act Transfers)*

**All appropriate staff ~~shall receive~~ will receive information training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.**

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

### Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

*(cf. 5111.1 - District Residency)*

*(cf. 5125 - Student Records)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

BP 5111(c)

## **ADMISSION** (continued)

The ~~Superintendent or designee~~ **district** shall not inquire into or request documentation of a student's **social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)**, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5145.13 - Response to Immigration Enforcement)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

## **ADMISSION** (continued).

BP 5111(d)

~~A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)~~

**However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.**

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall **immediately enroll** ~~ensure that the enrollment of a homeless student, or foster child youth, student who has had contact with the juvenile justice system, or a child of a military family is not delayed because~~ regardless of outstanding fees or fines owed to the ~~child's~~ student's last school, **lack of clothing normally required by the school, such as school uniforms,** or ~~for~~ his/her inability to produce previous academic, medical, or other records normally required for enrollment. **(Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)**

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

~~In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)~~

~~*(cf. 5119 - Students Expelled from Other Districts)*~~

*Legal Reference: (see next page)*

BP 5111(f)

## **ADMISSION (continued)**

*Legal Reference:*

### EDUCATION CODE

#### **234.7 Student protections relating to immigration and citizenship status**

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

**48645.5 Enrollment of former juvenile court school students**

48850-48859 Educational placement of homeless and foster youth

**48645.5 Enrollment of former juvenile court school students**

49076 Access to records by persons without written consent or under judicial order

**49076.7 Student records; data privacy; social security numbers**

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-~~49704~~ **49703** Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources: (see next page)

BP 5111(g)

**ADMISSION (continued)**

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

**Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018**

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

**Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014**

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, **Health Care Coverage and Enrollment Assistance**:  
<http://www.cde.ca.gov/ls/he/hc>

**California Office of the Attorney General: <http://oag.ca.gov>**

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <https://www.justice.gov>

(4/15 3/17) 5/18

# National SD

## Administrative Regulation

Students

AR 5111(a)

### ADMISSION

#### Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any ~~otherwise~~-eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6170.1 - Transitional Kindergarten)*

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

AR 5111(b)

### ADMISSION (continued)

1. The Governing Board determines that ~~the~~ admittance is in the best interests of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

*(cf. 6151 - Class Size)*

(cf. 7111 - Evaluating Existing Buildings)

### **Documentation of Age/Grade**

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. **When none of the above documents is obtainable, an affidavit of the parent/guardian**

AR 5111(c)

### **ADMISSION (continued)**

#### **5. Other means prescribed by the Board**

~~When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)~~

Agenda Item:	<b>15. EDUCATIONAL SERVICES</b>
Agenda Item:	<b>15.A. Presentation on the National School District Preschool Program.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>National School District’s Early Childhood Education Programs serve preschool age (3 and 4 year olds) at eight elementary school sites throughout the District. The goals of Early Childhood Programs are to prepare children to be ready for school entry, to equip parents to support their child’s development, to enhance the skills of program staff, support all preschool providers in the National City community to ensure children transition to kindergarten successfully.</p> <p>Early Childhood Programs in National are supported by three primary funding sources:</p> <ol style="list-style-type: none"> <li>1.State Preschool (contract with California Department of Education) to provide a 3-hour preschool program to income eligible three and four year old children.</li> <li>2.Head Start (contract with Neighborhood House Association) to provide comprehensive early education services to low income students for 3.5 hours a day or to extend state preschool classes to provide full days at 6.5 hours a day.</li> <li>3.Quality Preschool Initiative (QPI) (contract with the San Diego County Office of Education) to enhance state preschool and head start classes that meet the QPI Provider Selection Criteria in the area of staff development.</li> </ol>
Comments:	<p>National School District’s Early Childhood Education Department provides classroom-based preschool programs for 392 children during this school year. Children enrolled in our programs receive a high quality preschool education. In addition, our children and their families receive supplemental services and supports in the areas of physical and mental health, nutrition, and parent education. Our family liaison staff provide direct services to parents in their homes that focus on the development of goals to meet individual family needs. The curriculum used across the District is Scholastic’s Big Day for Preschool, a comprehensive program that provides learning experiences that integrate all domains, including social-emotional development, oral language, literacy, mathematics, science, social studies, art, and physical development. Staff Development is on-going via one on one coaching in the classroom as well as group sessions provided by the District and SDCOE coaches. Student assessments drive instruction, parent advisory groups and surveys provide parent input and feedback, while external reviews through SDCOE and Neighborhood House assist with accountability and program goals.</p>

Agenda Item:	<b>15.B. Approve partnership with Education US Navy and Lincoln Acres School to provide tutoring and mentoring for students.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	The US Navy would like to establish a partnership with a community school to be able to serve the local National City community. The US Navy has had successful community partnerships with schools and wishes to continue to make a positive impact within the community.
Comments:	<p>The intent of this partnership between the US Navy and Lincoln Acres Elementary School is to support student achievement and to provide mutual assistance and benefit through shared time and resources. The US Navy officers will be serving as mentors for our students by supporting them with classroom work and as role models. They will be tutoring, mentoring and supporting the site with school events.</p> <p>Four US Navy sailors will come once a week for the remainder of the school year to Lincoln Acres and work with students in their classroom as tutors and mentors.</p>
Recommended Motion:	Approve partnership with Education US Navy and Lincoln Acres School to provide tutoring and mentoring for students.
Financial Impact:	No financial impact.
Attachments:	Partnership Agreement

# Partnership Agreement

## 2019-2020

In the promotion of understanding and cooperation between businesses and schools,

**USS BONHOMME RICHARD**

Business/Organization

**LINCOLN ACRES ELEMENTARY SCHOOL**

and

School/Program

hereby agree to enter into a partnership in education.

The intent of this partnership is to support student achievement and to provide mutual assistance and benefit through shared time and resources. **The mission statement for the Partnership in Education is:** to create a volunteer network of resources to support local schools through a shared commitment to the success of all youth.

**The effectiveness of our partnership will be measured by:**

- Consistent and timely communication between partners that leads to completion of agreed upon activities.
- Feedback from all participants involved in the partnership activities.

**The following partnership activities are planned:**

- Opening Event: 16JAN2019
- Tutoring
- Mentorship
- Beautification of School Grounds

**In reciprocation and appreciation, the school/program plans the following:**

- School will recognize the new partnership.
- Representatives will be invited to appropriate district events.
- Representatives will be invited to partnership/volunteer recognition events.

As partners in education, we pledge our commitment to cooperatively achieve the goals developed in this agreement.

  
\_\_\_\_\_  
CAPT Rich LeBron, Commanding Officer  
USS BONHOMME RICHARD

\_\_\_\_\_  
Raymond Ruiz, Principal  
Lincoln Acres Elementary School

Agenda Item:	<b>15.C. Approve iReady Diagnostic and Instruction Pilot Agreement and California Student Data Privacy Agreement with Curriculum and Associates and National School District to provide professional learning for iReady Common Core Diagnostic Assessment.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this agreement will allow a early adopters pilot group of teachers to be trained on iReady Diagnostic Assessment, an online adaptive assessment measuring student performance and growth on Common Core Standards. The adaptive nature of the assessment identifies student ability level, specific skills needed and and charts a personalized learning path for each student. The reports are designed to be actionable for teachers and support instruction. The diagnostic is designed to be given three times a year.</p> <p>The pilot program will include:</p> <ul style="list-style-type: none"> <li>• training for all K-6 volunteer participant teacher at NSD sites</li> <li>• access to the online iReady diagnostic and resources</li> </ul> <p>Approval of the California Student Data Privacy Agreement Exhibit E ensures compliance with California mandated student data protection law.</p>
Recommended Motion:	Approve iReady Diagnostic and Instruction Pilot Agreement and California Student Data Privacy Agreement with Curriculum and Associates and National School District to provide professional learning for iReady Common Core Diagnostic Assessment.
Financial Impact:	<p>Contract costs: Not to exceed \$9,000.00</p> <p>Additional Staffing costs: Teacher Hourly Pay Not to exceed \$16,000</p> <p>Other costs: \$0</p> <p>One time Cost</p> <p>LCAP Fund</p>
Attachments:	Agreement

## i-Ready® Diagnostic & Instruction Pilot Agreement

Welcome to our i-Ready Diagnostic & Instruction Pilot program. Curriculum Associates, LLC authorizes a complimentary pilot evaluation of i-Ready Diagnostic & Instruction.

### What we need from you BEFORE the Pilot begins:

1. This Pilot Agreement, completed, signed, and returned to Curriculum Associates.
2. An estimate of who will be participating in the pilot:
  - a. Approximately how many students will participate in the pilot? \_\_\_\_\_
  - b. Approximately how many teachers do you think will participate in the pilot? \_\_\_\_\_
  - c. Which grade levels will participate in the pilot? \_\_\_\_\_ K-6
3. A discussion between Curriculum Associates' technical team and your technical team to ensure your technical readiness for implementing i-Ready. IN PROGRESS
4. A meeting between Curriculum Associates' team and your team to review the goals of the pilot, desired outcomes, Professional Development and next steps. COMPLETED

### What we need from you AFTER the Pilot ends:

1. A meeting with pilot participants and Curriculum Associates staff to review your pilot.

Please fill out the information and return this form to your local sales representative.

Signature (required) \_\_\_\_\_

Your Name (required) \_\_\_\_\_

Email address (required) \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Eastern Insurance Group LLC</b> <b>233 West Central St</b>  <b>Natick MA 01760</b>	<b>CONTACT NAME:</b> Marisa Coppola O'Malley <b>PHONE (A/C, No, Ext):</b> (800)333-7234 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mcoppolaomalley@easterninsurance.com																					
<b>INSURED</b> <b>Curriculum Associates LLC</b> <b>153 Rangeway Road</b>  <b>North Billerica MA 01862</b>	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A</td><td>Graphic Arts Insurance Co (A-/XI)</td><td>25984</td></tr><tr><td>INSURER B</td><td>Utica Mutual Insurance Co (A-/XI)</td><td>25976</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Graphic Arts Insurance Co (A-/XI)	25984	INSURER B	Utica Mutual Insurance Co (A-/XI)	25976	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:**19-20 WC Multi, No Prof**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP3262601	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAC3538192	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CULF3262602	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3544492	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

National School District and its officers, agents and employees are named as additional insured under General Liability and Auto Policy

See Attached "Primary and Noncontributory" Endorsement for General Liability Policy

**CERTIFICATE HOLDER****CANCELLATION**

<b>National School District</b> <b>1500 N. Avenue</b> <b>National City, CA 91950</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> John Koegel/MCOPPO
--	---

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ACORD 25 (2014/01)

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INS025 (2014/01)

**EXHIBIT "E"**

**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Oak Grove School District and which is dated 03/28/2017 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Curriculum Associates, LLC

BY: 

Date: 03/28/2017

Printed Name: David Caron

Title/Position: Chief Financial Officer

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

National School District

BY: \_\_\_\_\_

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

Printed Name: Christopher Carson

Title/Position: Assistant Superintendent, Business Services

00618-00001/3519835.1

Agenda Item: **15.D. Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Motion: Literature/Theater arts assemblies for all students at Ira Harbison School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Literature Comes to Life provides interactive assemblies that support the English Language.

Comments: The assembly will take place on Tuesday, February 12, 2019.  
Grades TK-3: 8:30-9:15 A.M.  
Grades 4-6: 9:30 A.M- 10:15 A.M.

Recommended Motion: Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Motion: Literature/Theater arts assemblies for all students at Ira Harbison School.

Financial Impact: Contract costs: \$850.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
Site Funds

Attachments:  
CT3472

[ 01 - 00 ] - [ 0980 - 000 ] - [ 1110 ] - [ 1000 ] - [ 5800 - 000 ] - [ 300 ]  
Fund Res Goal Function Object School

Contract No. CT3472

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of January, 2019,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Literature Comes to Life  
Contractor [REDACTED] 4754 Sunburst Road  
Taxpayer ID Number Mailing Address

Carlsbad CA 92008 hereinafter referred to as "Contractor."  
City State Zip Code

1. Services to be provided by Contractor. Two Literature/Theater Art Assembly Programs  
\_\_\_\_\_ at  
Ira Harbison  
Location

2. Term. Contractor shall provide services under this Agreement on  
Tuesday, February 12, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed \_\_\_\_\_  
Dollars (\$ 850.00 ). District shall pay Contractor within 15 days of receipt of  
invoice by Business Services.

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:  
Everything is included in above fee.

5. 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:  
None.

6. 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.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' 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.
9. Fingerprinting Requirements. Consultant 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.
10. 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.
11. If employed by another school district in the State of California, please specify:

District Name	Address	State      Zip      Phone
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>NATIONAL SCHOOL DISTRICT</b></p> <p>_____</p> <p>Signature of Authorized Agent</p> <p>_____</p> <p>Typed or Printed Name</p> <p>_____</p> <p>Title</p> <p><b>Board Approval Date:</b> _____</p> </div> <div style="width: 50%;"> <p><b>CONTRACTOR</b></p> <p><i>Stacey Wein - Literature Comes to Life</i></p> <p>_____</p> <p>Signature of Authorized Agent</p> <p><b>Stacey Wein</b></p> <p>_____</p> <p>Typed Name</p> <p><b>33-050-22-89</b></p> <p>_____</p> <p>Social Security or Taxpayer I. D. No.</p> <p><b>760-434-1445</b></p> <p>_____</p> <p>(Area Code) Telephone Number</p> </div> </div>		

Agenda Item:	<b>15.E. Approve Amended Contract #CT3505 with Regents of the University of California Irvine for 2018-2019 to provide K-6 support of math units at all sites.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of the amendment to increase contract costs from \$125,000 to \$225,000 will provide additional training and supports to enable the District to continue to refine existing math units and assessment to improve teacher effectiveness and student achievement.</p> <p>In fall of 2018 NSD entered into this contract with The Regents of the University of California Center for Educational Partnerships – Irvine Math Project to collaborate on K-6 math units at all sites.</p> <p>The success of the professional learning resulted in an increased demand for additional professional development opportunities and resources including but not limited to:</p> <ul style="list-style-type: none"> <li>• Optional Saturday trainings</li> <li>• Principal leadership training</li> <li>• Math Framework Story Books for Grade Level Standards</li> <li>• Additional Training Sessions During Spring Break (optional)</li> <li>• End of Year Leadership Planning</li> </ul>
Comments:	<p>This work will build upon the work completed in fall of 2018 by the UCI Math Project included (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>• Audit and revision of RCD math scope and sequence and assessments</li> <li>• Lesson study and design using RCD math framework</li> <li>• Math professional development for K-6 teachers and administrators</li> </ul> <p>These services will enable the District to best refine our existing math units and assessments to improve teacher effectiveness and student achievement.</p> <p>Although contract costs will be charged to the General fund, these monies are being pulled from carryover dollars originally slated for professional development and curriculum support in previous years of the Local Control and Accountability Plan.</p>
Recommended Motion:	Approve Amended Contract #CT3505 with Regents of the University of California Irvine for 2018-2019 to provide K-6 support of math units at all sites.
Financial Impact:	<p>Contract costs: Not to exceed \$225,000.00</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time Cost</p> <p>LCAP Fund</p> <p>Title 1 Fund (additional site needs)</p>
Attachments:	CT3505



UNIVERSITY  
OF  
CALIFORNIA

## Terms and Conditions for Sales and Services

This Sales and Services Agreement (this "Agreement"), dated 8/9/2018 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a Corporation as established in Article IX, Section 9 of the California State Constitution public, on behalf of the University of California, Irvine, Center for Educational Partnerships – Irvine Math Project, and National School District("Client"), having a principal place of business at 1500 N Avenue, National City, CA 91950

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## **Section 2 – Statement of Work.**

### **2.1. Services.**

University shall perform the services set forth in Exhibit A (the “Services”).

### **2.2. Ownership/License of Deliverables.**

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

## **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 – Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## **Section 4 – Insurance.**

### **Section 4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance  
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000

Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

#### **Section 4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

#### **Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the grossly negligent or wrongful acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnifying party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

#### **Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE

FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

#### **Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

#### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

## **Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

## **Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

## **Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

## **Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

## **Section 16 – 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

## **Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

**Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

**Section 20 – Governing Law and Venue.**

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

**Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**Section 22 – Entire Agreement/Integration.**

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

**Section 23 - Authority of Parties/Signatories.**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ACKNOWLEDGED AND ACCEPTED BY:

**The Regents of the University of California**

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(UC Irvine Department Approval)

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Date

Name: Stephanie Reyes-Tuccio Ph.D.

Title: Assistant Vice Chancellor, Educational Partnerships

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Used by UCI Procurement Services.

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Date

Procurement Services

**Buyer:** National School District

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*Signature*

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Date

Name: Christopher Carson

Title: Assistant Superintendent, Business Services

Tax ID #:

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

## **EXHIBIT A – STATEMENT OF WORK**

### **I. PARTIES**

#### **Client**

Full Legal Name: National School District

Address (principal place of business): 1500 N Avenue, National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Sharmila Kraft, Assistant Superintendent, Educational Services

Invoice Remittance Address/Instructions: Accounts Payable: 1500 N Avenue, National City, CA 91950

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

#### **University**

Name (of Campus/Department): Center for Educational Partnerships – Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92697-2505

Phone Number: 949-824-6278

University Contact: Karajean Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier's Office, University of California, Irvine, Irvine CA 92697-1975

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

### **II. TERM OF AGREEMENT**

This Agreement begins on August 9, 2018 and ends on June 30, 2019, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### **III. STATEMENT OF WORK**

#### **Services/Deliverables:**

Provide scope and sequence and pacing analysis support along with conceptual lessons, exams and other resources to support a coherent, balanced curriculum.

Information/Materials provided by Client:

N/A

Additional Client Responsibilities:

N/A

#### **IV. FEES AND PAYMENT SCHEDULE**

Fees (i.e., Rates/Cost):    \$ Up to \$125,000

Payment Schedule: June 2019

Terms of Payment:

Limitations of Charges (if any): N/A

Invoicing Address: Central Cashier's Office, University of California, Irvine, Irvine, CA 92697-1975

Form of Payment: Check Payable to: The Regents of the University of California

**Irvine Math Project- National City School District School District  
K-6 Math Proposal 2018-19**

**Amendment**

To support the preparation of NCSD grades K-6 teachers to successfully implement the common core math standards, the UC Irvine Math Project will partner with the district to provide scope and sequence and pacing analysis support along with conceptual lessons, exams and other resources to support a coherent, balanced curriculum. To prepare teachers to successfully implement the standards based curriculum, the Irvine Math Project will provide Professional Development.

<b>2018-19- Professional Development</b>		
<b>Provide common core</b> conceptual <b>curriculum</b> to supplement major instructional units, <b>grades K-6</b> . Conceptual lessons as well as many problem solving/hook lessons will be provided for teachers to use in supplementing adopted text and in building pre-unit support to address major gaps in learning. Each unit is comprised of approximately 10-15 one to three-day lessons and has a detailed outline. During PD, revised pacing for each unit will be created to align to SBAC and include Go Math, UCI and ELE's from RCD.	\$1,000 per unit x 46 units	\$46,000
<b>Provide Grade 3 Fall Break Make-up PD</b>	\$2,070 per day	\$2,070
Provide <b>Unit Assessments, Homework, Storybooks</b> and <b>10 minute Number Talks &amp; OA Word Problems</b> for <b>Grades K-6</b>	\$2,500 per course x 6 courses	\$15,000
<b>Provide Spring Pedagogical Content PD for K- 6 teachers.</b> Each day will focus on a major unit for that grade, with teachers participating in lessons to understand the content and pedagogical approaches. Teachers will analyze strategies and consider how the content fits in the overall progression of that topic. Each set of 2-3 PD days will end with teachers reading and analyzing the corresponding framework section to understand the pacing. Teachers will also analyze the RCD ELE's in respect to the framework and plan how to best integrate the hands-on learning with Go Math and the RCDs. PD scheduled during School Breaks	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  2 days- grade 6 2 days- grade 5 2 days- grade 4 2 days- grade 3 1 day- grade 2 1 day- grade 1 1 day- Kinder	\$22,770
<b>Create Facilitator Scripts for Make-Up PD</b>	\$200 per PD Day x 7 days	\$1,400
<b>2018-19 Totals and Overhead</b>		
10% UCI CFEP Indirect Rate		\$8,724
<b>Total 2018-19</b>		<b>\$95,964</b>

Agenda Item:	<b>16. HUMAN RESOURCES</b>
Agenda Item:	<b>16.A. Approve Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training.</b>
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	Shaw HR Consulting has provided assistance with complex disability interactive processes for the District in the past. This is a process to determine reasonable accommodations for an individual with a disability in the workplace. During an interactive process there is a need to review the Essential Functions in an individual's job description. This is referred to as an Essential Functions Job Analyses. There is a need to utilize Shaw HR Consulting for services during the 2018-2019 school year.
Comments:	Shaw HR Consulting will provide disability interactive process professional services, development of Essential Functions Job Analyses and generalized Human Resources consulting and training.
Recommended Motion:	Approve Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training.
Financial Impact:	Contract costs: Not to exceed \$15,000.00 (\$350 an hour) Additional staffing costs:\$0 Other costs: \$0 One time cost General Fund
Attachments:	CT3326

[03-00]-  
Fund

[0000-620]-  
Res

[0000]-  
Goal

[7200]-  
Function

[5800-100]-  
Object

[030]  
School

Contract No. CT 3326

## 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  
Shaw HR Consulting, Inc 107 N. Reino Rd., #414,

Contractor

Taxpayer ID Number

Mailing Address

Newbury Park, CA 91320, hereinafter referred to as "Contractor."  
City State Zip Code

**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. Provide disability interactive process professional services, development of essential functions job analyses and generalized Human Resource consulting and training.

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

2. Term. Contractor shall commence providing services under this Agreement on January 24, 2019 and will diligently perform as required and complete performance by June 30, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed See Fees Below Dollars (\$\_\_\_\_\_). District shall pay Contractor according to the following terms and conditions:

Rachel Shaw: \$350.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

All other Staff: \$200.00 per hour, with mileage billed at current IRS tax rate per mile.

Services are billed by the tenth of the hour for work completed.

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

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:

For accommodation meeting facilitation requiring 350 miles or more of travel by Rachel Shaw, a day rate will apply, as follows:

Rachel Shaw: \$4,500 day rate, plus flight, rental car and hotel fees, if incurred.

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(For additional explanation of expense reimbursement terms, attach Exhibit C, which then will be incorporated here in full by this reference.)

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:  
N/A
- 

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 contract, 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. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
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: 107 N. Reino Rd., #414  
Newbury Park, CA 91320

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 24 day of January 2019.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

Christopher Carson  
\_\_\_\_\_  
Typed or Printed Name

Assistant Supt., Business Services  
\_\_\_\_\_  
Title

**Board Approval Date:** 1-23-19

\_\_\_\_\_  
Signature of Authorized Agent

Rachel Shaw  
\_\_\_\_\_  
Typed Name

45-1449198  
\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

(805) 498-9400, ext. 4  
\_\_\_\_\_  
(Area Code) Telephone Number

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ♦ .....

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

**National School District**  
**1500 N Avenue**  
**National City CA 91950**

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
| | | - | | | |

or

Employer identification number  
| | - | | | | |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ♦

Date ♦

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

#### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Agenda Item:	<b>16.B. Approve Consultant Contract #C3568 with SWING Education to provide substitutes for certificated staff to use during professional development.</b>
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	Swing Education contracts with school districts to fill absences by providing substitutes. This contract will allow National School District to pay for substitutes until the end of the school year. Their services will address the sub shortage on Professional Development days and on high need days. Swing Education will complement and augment the already existing in-house substitute pool. Swing Education charges a 25% Service Fee based on the duty pay rates for a successful fill.
Comments:	Contracting with SWING Education will allow us to have the professional development for this year that is needed by Educational Services for our certificated staff.
Recommended Motion:	Approve Consultant Contract #CT3586 with SWING Education to provide substitutes for certificated staff to use during professional development.
Financial Impact:	Contract costs: Not to exceed \$29,000.00 Rate of \$143 plus a 25% (For SWING)= \$178.75 per substitute Additional staffing costs:\$0 Other costs: \$0 One time Cost General Fund
Attachments:	CT3568



## CALIFORNIA - PAYMENT PLAN - NET 30 Swing Education Services Agreement

This Swing Education Services Agreement (this "Agreement") is entered into on 01/23/2019 (the "Effective Date") by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page attached hereto ("School" or "you").

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through [www.swingeducation.com](http://www.swingeducation.com) (the "Website"), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the "Services").

**1. Services.** Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized users to post requests for substitute teachers and other additional temporary resources (individually a "SwingSub," and collectively, the "SwingSubs") on the Swing Education Website; Track and manage request status; and view additional information about SwingSubs (i.e., a SwingSub profile).
- (b) **Access to Pool of Substitute Teachers and Other Temporary Resources** (the "SwingSub Pool").
- (c) **Access to Our Verification Services**, which includes (i) confirmation of a negative test for Tuberculosis (TB) Test; (ii) whether the SwingSub has obtained a teaching credential or qualifying substitute teaching permit; and (iii) the results of a standard Live Scan Fingerprint Background Check that conforms to California law (collectively, the "Verification Services").
  - i. **Teaching Credential or Substitute Teaching Permit.** Swing Education consults publicly accessible online records (e.g., through [www.ctc.ca.gov](http://www.ctc.ca.gov)) to confirm whether a sub holds a qualifying permit or credential. Swing Education tracks the expiration dates of the SwingSub's permit or credential. If a permit or credential expires at any time while the SwingSub is a registered member of the Service, Swing Education will label the SwingSub as "non-credentialed" and the SwingSub will not be able to access any School Requests requiring a substitute teaching permit or teaching credential through the Service.
  - ii. **Live Scan Fingerprint Background Check.** Swing Education reviews the results of the individual's completed Live Scan check issued by the State of California Department of Justice (CADOJ). Swing Education will also monitor any Live Scan check updates concerning the SwingSub that Swing Education receives from the CADOJ while the SwingSub is a registered member of the Service. SwingSubs are not able to use the Services or register on the Website unless they have successfully passed the background check.

Note: The SwingSub pool includes Subs that do not currently hold a permit or credential. School may use the platform to explicitly request substitute teachers that do not hold a substitute teaching permit or full-time teaching credential. School is responsible for ensuring accuracy of requests that do not require a substitute with a permit or credential.



- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and substitute teachers. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or Subs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and Subs, except to provide a platform for Schools to post requests to fill substitute teacher openings and for Subs to review and accept those requests, and to facilitate and collect payments from Schools to Subs for those openings filled through the use of the Services.
- (e) **Relationship with SwingSubs.** The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

**2. Acceptance of the Terms of Service and Appendix Terms.** In order to use the Website, Swing Education requires users to agree to the Master Terms of Service and Privacy Policy available at [www.swingeducation.com/s/Master-Terms-of-Service.pdf](http://www.swingeducation.com/s/Master-Terms-of-Service.pdf) (the "Website Terms"). By signing this Agreement, you also agree to the Standard Terms contained in Appendix A below.

**3. Payments.** Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Daily Pay Rates.** All pay rates will be set by the School in its discretion (the "Daily Pay Rates"). Swing Education does not set daily pay rates. Any request over 4 hours is assigned the full-day pay rate and anything 4 hours or less is assigned the half-day pay rate.
- (b) **Service Fee.** Swing charges a 25% fee ("Service Fee"), based on the Daily Pay Rates, for a successful fill.
- (c) **Amount Due Per Request.** The amount due ("Amount Due") for a request will be the Daily Pay Rate plus the Service Fee, multiplied by the number of days that the SwingSub was engaged by the School.
- (d) **Cancellations.** Requests that are filled by a SwingSub, and canceled within 24 hours of the start time of the request (and not related to performance reasons) will be invoiced for the Daily Pay Rate plus Service Fee. Current cancel policy options and terms are highlighted in the Terms of Service.
- (e) **Invoicing.** Upon execution of this contract, Swing Education will bill the School the amount of: \$28,600 (Top-Up Amount).

This Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as services are rendered based on the Amount Due. Once the School's Account Balance drops below \$7150, Swing will invoice the Top-Up Amount again.

Swing Education will maintain ongoing records of the School's Top Ups, Draw Downs, and Account Balance. These records will be provided to the school at least quarterly. Swing Education reserves the right to discontinue service if the School's Account Balance drops below an acceptable threshold. Any Account Balance will be refunded to the School upon written request without interest (unless required by local law). All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay SwingSub(s) for work completed at the School in advance of the Amount Due being collected from the School.



School shall pay all invoices within thirty (30) days of Swing Education's invoice date.

- (f) **Late Payments.** Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.

**4. Recruitment.** If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

**5. Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

**6. Limitation of Liability.** Swing Education takes its verification responsibilities seriously, including verifying that subs undergo the Live Scan background check and that Swing Education reviews the information provided by the Live Scan check. However, our verification responsibilities are limited to the services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ or FBI.

EACH PARTY SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, INCLUDING AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES, AND ALL ASSOCIATED LOSSES, TO THE EXTENT ARISING OUT OF (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) A MATERIAL BREACH BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION AS A RESULT OF YOUR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE DATE YOU FIRST ASSERT A CLAIM.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**SWING EDUCATION, INC.**

\_\_\_\_\_  
Michael Teng  
CEO

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

Address:  
700 S. Claremont Street  
San Mateo, CA 94402

**SCHOOL:**

Name:

Title:

Date: 01/23/2019\_\_\_\_\_

Address:

Name:

Title:

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

Address:



## Appendix A: Standard Terms

**1. FERPA Compliance.** The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds get prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who have a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

**2. Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of Schools' confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

**3. Dispute Resolution.** *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education should be sent to: Swing Education, Inc., 181 Centre St., #5, Mountain View, CA 94041. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by



any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation



should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, for such purpose.

#### 10. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party.



- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (f) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (h) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Presentation and approval of National School District Audit Report and its findings for the 2017-2018 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 no audit findings for this fiscal year.

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 2017-2018 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.

Bob Wilkinson will be present at the Board meeting to answer any questions.

Recommended Motion: Approve National School District Audit Report and its findings for the 2017-2018 fiscal year.

Attachments:  
Exhibit D

Agenda Item:	<b>17.B. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2017-2018 fiscal year.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	<p>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.</p> <p>Integrity Charter School had no findings.</p>
Comments:	<p>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.</p> <p>The annual audit of all funds of Integrity Charter School for the 2017-2018 fiscal year was conducted by Wilkinson &amp; Hadley &amp; 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.</p> <p>Bob Wilkinson will be present at the Board meeting to answer any questions.</p>
Recommended Motion:	Approve Integrity Charter School Audit Report and its findings for the 2017-2018 fiscal year.
Attachments:	2017-2018 Audit Report

INTEGRITY CHARTER SCHOOL  
CHARTER SCHOOL #553  
NATIONAL CITY, CALIFORNIA

FINANCIAL STATEMENTS AND  
SUPPLEMENTAL INFORMATION  
YEAR ENDED JUNE 30, 2018

**INTEGRITY CHARTER SCHOOL**  
Financial Statements and Supplemental Information  
Year Ended June 30, 2018

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## Independent Auditor's Report

To the Board of Directors of  
Integrity Charter School

### Report on the Financial Statements

We have audited the accompanying financial statements of Integrity Charter School (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Integrity Charter School as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information, as required by the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our December 14, 2018d December 14, 2018, on our consideration of Integrity Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Integrity Charter School's internal control over financial reporting and compliance.

*William A. Kelley King & Co., LLP*

El Cajon, California  
December 14, 2018

## Financial Statements

**INTEGRITY CHARTER SCHOOL**

Statement of Financial Position

June 30, 2018

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**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 4,960,210
Accounts receivable	180,817
Prepaid expenses	19,179
<b>Total Current Assets</b>	<u>5,160,206</u>

**Noncurrent Assets**

Capital assets, net	140,693
Deposits	12,000
<b>Total Noncurrent Assets</b>	<u>152,693</u>

<b>TOTAL ASSETS</b>	<u><u>\$ 5,312,899</u></u>
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**LIABILITIES AND NET ASSETS**

**Current Liabilities**

Accounts payable	\$ 433,128
Unearned revenue	24,859
<b>Total Current Liabilities</b>	<u>457,987</u>

<b>Total Liabilities</b>	<u>457,987</u>
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**Net Assets**

Unrestricted	4,783,348
Temporarily restricted	71,564
<b>Total Net Assets</b>	<u>4,854,912</u>

<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 5,312,899</u></u>
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The accompanying notes are an integral part of this statement.

# INTEGRITY CHARTER SCHOOL

## Statement of Activities Year Ended June 30, 2018

	Unrestricted	Temporarily Restricted	Total
<b>REVENUE AND SUPPORT</b>			
<b>Revenue</b>			
LCFF state aid, current year	\$ 2,444,348	\$ -	\$ 2,444,348
LCFF state aid, prior year	(9,960)	-	(9,960)
Education protection account funds	433,831	-	433,831
Payments in lieu of property taxes	353,574	-	353,574
Federal revenue	-	438,535	438,535
Other state revenue	153,868	460,198	614,066
Interest	65,395	-	65,395
Other local revenue	16,987	-	16,987
<b>Total Revenues</b>	<u>3,458,043</u>	<u>898,733</u>	<u>4,356,776</u>
Net assets released from restrictions:			
Grant restrictions satisfied	<u>911,582</u>	<u>(911,582)</u>	<u>-</u>
<b>TOTAL REVENUE AND SUPPORT</b>	<u>4,369,625</u>	<u>(12,849)</u>	<u>4,356,776</u>
<b>EXPENSES</b>			
Certificated salaries	1,264,764	-	1,264,764
Noncertificated salaries	282,453	-	282,453
Taxes and employee benefits	566,616	-	566,616
Books and supplies	419,739	-	419,739
Rentals, leases and repairs	391,816	-	391,816
Other operating expenditures	590,866	-	590,866
Depreciation expense	<u>12,458</u>	<u>-</u>	<u>12,458</u>
<b>TOTAL EXPENSES</b>	<u>3,528,712</u>	<u>-</u>	<u>3,528,712</u>
<b>CHANGE IN NET ASSETS</b>	840,913	(12,849)	828,064
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,942,435</u>	<u>84,413</u>	<u>4,026,848</u>
<b>NET ASSETS, END OF YEAR</b>	<u><u>\$ 4,783,348</u></u>	<u><u>\$ 71,564</u></u>	<u><u>\$ 4,854,912</u></u>

The accompanying notes are an integral part of this statement.

**INTEGRITY CHARTER SCHOOL**

Statement of Cash Flows  
Year Ended June 30, 2018

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**CASH FLOWS FROM OPERATING ACTIVITIES**

Change in Net Assets	\$ 828,064
Depreciation	12,458
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
(Increase) Decrease resulting from changes in assets:	
Accounts receivable	42,705
Prepaid expenses	23,552
Increase (Decrease) resulting from changes in liabilities:	
Accounts payable	(71,052)
Unearned revenue	16,789
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>852,516</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	852,516
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>4,107,694</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>\$ 4,960,210</u></u>

The accompanying notes are an integral part of this statement.

## INTEGRITY CHARTER SCHOOL

Notes to the Financial Statements  
Year Ended June 30, 2018

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### A. Organization and Summary of Significant Accounting Policies

#### *Organization*

Integrity Charter School (the School) was formed as a charter school pursuant to California Education Code §47600 under a charter agreement with National School District (the District). The School became a nonprofit public benefit corporation. The School's mission is to provide quality education to students in kindergarten through eighth grade.

#### *Basis of Presentation*

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) No. 958, Financial Statements of Not-for-Profit Organizations. Under ASC No. 958, the School is required to report information regarding its financial position and activities according to three classes of net assets:

- Unrestricted net assets represent expendable funds available for operations, which are not otherwise limited by donor or grant restrictions.
- Temporarily restricted net assets consist of contributed funds or grants subject to donor or grant imposed restrictions contingent upon specific performance of a future event or a specific passage of time before the School may spend the funds.
- Permanently restricted net assets are subject to irrevocable donor restrictions requiring that the assets be maintained in perpetuity usually for the purpose of generating investment income to fund current operations.

The School had no permanently restricted net assets during the year.

#### *Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### *Cash and Cash Equivalents*

For the purposes of the statement of cash flows, the School considers all highly liquid debt equity instruments purchased with an original maturity of three months or less to be cash equivalents.

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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*Investments*

The School's method of accounting for investments, in accordance with generally accepted accounting principles, is the fair value method. Fair value is determined by published quotes. Changes in fair value of investments results in increases or decreases in unrealized fair values of equity investments. Adjustments to fair values are reflected as unrealized gain/loss on investments in the accompanying statement of activities. As of June 30, 2018 the School did not have any investments.

*Accounts Receivable*

Accounts receivable arise in the normal course of operations. It is the policy of management to review the outstanding accounts receivable at year end, as well as bad debt write-offs experienced in the past, and establish an allowance for doubtful accounts for uncollectible amounts. No allowance was considered necessary as management believes that all amounts are collectible.

*Capital Assets*

Property and equipment are recorded at cost, or estimated fair value at the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets. The cost of assets sold or retired and related amounts of accumulated depreciation are eliminated from the accounts in the year of disposal, and any resulting gain or loss is included in the School's earnings. Management has elected to capitalize and depreciate all assets costing \$5,000 or more; all other assets are charged to expense in the year incurred. The School's policy is to evaluate the remaining lives and recoverability in light of the current conditions. It is reasonably possible that the School's estimate to recover the carrying amount of the property and equipment will change. Estimated useful lives range from three to fifty years depending on the asset.

*Unearned Revenue*

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition or when resources are received by the School prior to the School meeting the requirements for legal claim to the resources.

In subsequent periods, when both revenue recognition criteria are met or when the School has legal claim to the resources, the liability for unearned revenue is removed from the statement of financial position and revenue is recognized.

As of June 30, 2018, the School has \$24,859 in unearned revenue.

*Revenue Recognition*

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any restrictions.

All donor or grant restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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*Contributed Materials and Services*

Contributed materials are recorded at their fair market value where an objective basis is available to measure their value. Such items are capitalized or charged to operations as appropriate. The School receives services donated by volunteers in carrying out the School's operations. The services do not meet the criteria as contributions and are, therefore, not recognized in the financial statements.

*Donated Property and Equipment*

Donations of property and equipment are recorded as contributions at their estimated fair value at the date of donation. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contribution of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the School reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The School reclassifies temporarily restricted net assets to unrestricted net assets at that time.

*LCFF Revenues and Payments in Lieu of Property Taxes*

The School's primary funding source is a combination of local property taxes and state revenues. The California Department of Education computes the local control funding formula (LCFF) on statewide charter school rates multiplied by the School's average daily attendance (ADA) as reported at the Second Principal apportionment period (P2). The result is then reduced by property tax revenues transferred from the District to the School, which is funding in lieu of property taxes and education protection account funds paid by the state under proposition 30. The remaining balance is paid from the state general fund, in the form of LCFF State Aid. LCFF funding sources, inclusive of state and local sources, made up 74% of the school's revenue. The School is not at risk of losing these funding sources, as long as the school maintains a steady level of ADA, as these funding sources are mandated by the California State Constitution to fund schools.

*Advertising*

Advertising costs are expensed when incurred.

*Income Taxes*

The School is a 509(a)(1) publicly supported non-profit organization that is exempt from income taxes under Sections 501(a) and 501(c)(3) of the Internal Revenue Code. The School is also exempt from California franchise or income tax under Section 23701d of the California Revenue and Taxation Code. The School may be subject to tax on income which is not related to its exempt purpose. For the year ended June 30, 2018, no such unrelated business income was reported and, therefore, no provision for income taxes has been made.

The School follows provisions of uncertain tax positions as addressed in ASC 958. The School recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision, when applicable. There are no amounts accrued in the financial statements related to uncertain tax positions for the year ended June 30, 2018.

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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The School files informational and income tax returns in the United States and in the state of California. The federal income tax and informational returns are subject to examination by the Internal Revenue Service for three years after the returns are filed. State and local jurisdictions have statutes of limitation that generally range from three to five years.

*New Accounting Guidance*

The Financial Accounting Standards Board (FASB) has issued the following Accounting Standards Updates (ASU) that are effective during the 2017-18 fiscal year:

1. FASB ASU 2018-06 *Codification Improvements to Topic 942, Financial Services – Depository and Lending*
2. FASB ASU 2017-05 *Other Income – Gains and Losses from the Derecognition of Nonfinancial Assets*
3. FASB ASU 2016-17 *Consolidation (Topic 810): Interests Held through Related Parties that are under Common Control*
4. FASB ASU 2016-07 *Investments – Equity Method and Joint Ventures (Topic 323)*

These updates were issued to provide clarification and simplification in accounting for certain transactions. In addition, they provide for additional note disclosures to create transparency involving these transactions. The updates effective during the 2017-18 fiscal year did not impact the financial accounting or presentation for the School. No adjustments have been made as a result of the new accounting guidance.

*Subsequent Events*

In preparing these financial statements, the School has evaluated events and transactions for potential recognition or disclosure through November 5, 2018, the date the financial statements were available to be issued.

**B. Cash and Cash Equivalents**

*Cash in County Treasury*

The School is a voluntary participant and therefore maintains a portion of its cash in the San Diego County Treasury as part of the common investment pool (\$4,929,251 as of June 30, 2018). The County Treasury is restricted by Government Code §53635 pursuant to §53601 to invest in time deposits, U.S. Government Securities, state registered warrants, notes or bonds, State Treasurer's investment pool, banker's acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse agreements.

The fair value of the School's investment in this pool is reported in the accompanying financial statements at amounts based upon the School's pro-rata share of the fair value provided by the County Treasury for the entire County Treasury portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasury, which are recorded on an amortized cost basis.

*Cash in Bank*

The remainder of the School's cash (\$30,959 as of June 30, 2018) is held in financial institutions which are either insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of \$250,000 per depositor or certain non-interest bearing accounts that are fully insured by the FDIC. As of June 30, 2018, the School did not have any cash that was exposed to uninsured deposit risk.

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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**C. Accounts Receivable**

As of June 30, 2018, accounts receivable consisted of:

	<u>Accounts Receivable</u>
Federal Government:	
Title I	\$ 45,194
Title II	11,093
Child Nutrition	39,442
State Government:	
Child Nutrition	3,432
Lottery Revenue	14,130
Local Sources:	
Interest	21,516
In Lieu of Property Taxes	39,755
Other Local Sources	<u>6,255</u>
Total Accounts Receivable	<u><u>\$ 180,817</u></u>

**D. Prepaid Expenses**

As of June 30, 2018, prepaid expenses consisted of:

	<u>Prepaid Expenses</u>
Prepaid insurance	<u>\$ 19,179</u>
Total Prepaid Expenses	<u><u>\$ 19,179</u></u>

**E. Deposits**

As of June 30, 2018, deposits consisted of security deposits in the amount of \$12,000.

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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**F. Capital Assets**

As of June 30, 2018, capital assets consisted of:

	Beginning Balance	Increases	Decreases	Ending Balance
Building	\$ 251,203	\$ -	\$ -	\$ 251,203
Leasehold improvements	183,861	-	-	183,861
Equipment	8,225	-	-	8,225
 Total capital assets	 443,289	 -	 -	 443,289
 Less accumulated depreciation	 (290,138)	 (12,458)	 -	 (302,596)
 Capital assets, net	 <u>\$ 153,151</u>	 <u>\$ (12,458)</u>	 <u>\$ -</u>	 <u>\$ 140,693</u>

**G. Accounts Payable**

As of June 30, 2018, accounts payable consisted of:

	Accounts Payable
Accounts payable National School District	\$ 326,073
Vendors payable	84,864
Pension related liabilities	18,021
Payroll and related benefits	2,607
Payable to grantor government	1,563
 Total Accounts Payable	 <u>\$ 433,128</u>

**H. Unearned Revenue**

As of June 30, 2018, unearned revenue consisted of:

	Unearned Revenue
State Government:	
After School Education and Safety	\$ 24,859
 Total Unearned Revenue	 <u>\$ 24,859</u>

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

**I. Temporarily Restricted Net Assets**

Temporarily restricted ending net assets consisted of net investment in capital assets and restricted grants which have not been fully expensed. Once the funds have been expended for an allowable purpose, they will be reclassified to unrestricted net assets. As of June 30, 2018, temporarily restricted ending net assets consisted of:

California Clean Energy Jobs Act	\$ 53,360
Lottery: Instructional Materials	17,340
Child Nutrition: School Programs	<u>864</u>
 Total Temporarily Restricted Net Assets	 <u><u>\$ 71,564</u></u>

**J. Commitments and Contingencies**

*State and Federal Allowances, Awards, and Grants*

The School has received federal and state funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement will not be material. As a result, no liability has been accrued.

*Sick Leave*

Sick leave is accumulated without limit for each employee at the rate of one day for each month worked. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulate sick leave. Employees, therefore, are never paid for any sick leave balance at termination of employment or any other time. Therefore, it is not appropriate to accrue the value of the accumulated sick leave.

**K. Functional Expenses**

As of June 30, 2018, functional expenses consisted of:

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Other salaries and wages	\$ 1,208,299	\$ 338,918	\$ 1,547,217
Other employee benefits	416,969	113,565	530,534
Payroll taxes	28,358	7,724	36,082
Fees for services (non-employees):			
Other: Consultants	442,562	124,135	566,697
Office expenses	-	4,381	4,381
Depreciation	9,729	2,729	12,458
Insurance	-	10,386	10,386
All other expenses:			
Books and curriculum	22,196	-	22,196
Supplies	264,729	74,254	338,983
Small equipment and furniture	-	58,560	58,560
Dues and memberships	-	4,441	4,441
Telephone and internet	3,874	1,087	4,961
Equipment repair & lease	<u>305,989</u>	<u>85,827</u>	<u>391,816</u>
Total expenses	<u><u>\$ 2,702,705</u></u>	<u><u>\$ 826,007</u></u>	<u><u>\$ 3,528,712</u></u>

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

**L. Employee Retirement System**

Qualified employees are covered under multiple-employer defined benefit pension plans by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS). The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

1. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of the other participating employers.
2. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
3. If the School chooses to stop participating in some of its multi-employer plans, the School may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The School's participation in these plans for the fiscal year ended June 30, 2018, is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employee Identification Number (EIN) and the three-digit plan number, if applicable. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2018, 2017 and 2016 is for the plan's year-end at June 30, 2018, 2017 and 2016, respectively. The zone status is based on information that the School received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least 80% funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. Finally, the number of employees covered by the School's multiemployer plans increased based on business activities from 2017 to 2018, affecting the period-to-period comparability of the contributions for years 2017 and 2018. The increase in covered employees correspond to an increase in overall business. There were also changes that affect the comparability of the 2016 and 2017 contributions.

Pension Fund	EIN/ Pension Plan Number	Pension Protection Act Zone Status Year Ended June 30			FIP/RP Status Pending/ Implemented
		2018	2017	2016	
CalSTRS	37023	Yellow	Yellow	Yellow	No
CalPERS	599733398	Yellow	Yellow	Yellow	No

  

Pension Fund	Contributions of School			Number of Employees	Surcharge Imposed
	2018	2017	2016		
CalSTRS	281,817	208,600	176,157	42	No
CalPERS	31,547	26,670	19,258	6	No

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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**CalSTRS:**

The School contributes to the State Teachers' Retirement System (CalSTRS), a cost-sharing multiple employer public employee retirement system defined benefit pension plan administered by CalSTRS. Required contribution rates are set by the California Legislature and detailed in Teachers' Retirement Law. Contribution rates are expressed as a level of percentage of payroll using the entry age normal actuarial cost method. CalSTRS also uses the level percentage of payroll method to calculate the amortization of any unfunded liability. Copies of the STRS annual report may be obtained from the STRS, 7667 Folsom Boulevard, Sacramento, California 95826.

For the fiscal year ended June 30, 2018, active plan members were required to contribute between 9.205% and 10.25% of their salary, depending on their hire date. The employer contribution rate was 14.43% of annual payroll. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. The School made contributions as noted above. For the year ended June 30, 2018 the State contributed \$116,283 (7.083% of creditable salaries from 2015-16) on behalf of the School.

**CalPERS:**

The School contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries.

Benefit provisions are established by state statutes, as legislatively amended, with the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814.

Active plan members were required to contribute between 6.5% and 7% of their salary, depending on their hire date, and the School is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rates for fiscal year 2017-18 were 15.531% of salaries. The School made contributions as noted above.

**M. Joint Ventures (Joint Powers Agreements)**

The School participates in one joint powers agreement (JPA) entity, the San Diego County Schools Risk Management (SDCSRM). The relationship between the School and the JPA is such that the JPA is not a component of the School.

The JPA arranges for and provides for various types of insurances for its member districts and schools as requested. The JPA is governed by a board consisting of one or more representatives from each member. The board controls the operations of the JPA, including selection of management and approval of operating budgets, independent of any influence by the member districts and schools beyond their representation on the board. Each member district and school pay a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionate to their participation in the JPA.

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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Unaudited financial information of the School's share of the JPA for the year ended June 30, 2018 was not available at the time this report was issued. The information can be obtained by contacting the JPA directly.

**N. Related Party Transactions**

In June 2009, the School entered into a lease agreement for their building with 701 National City Boulevard Fund, a nonprofit Public Benefit Corporation, which is a related organization to the School. The 701 National City Boulevard Fund (landlord) is tax exempt under Section 501 (c)(6) of the Internal Revenue Code.

The lease was for a period of seven years beginning July 2009 and expired June 30, 2016. In July 2016 the lease agreement was extended for an additional ten years and expires August 1, 2026. Terms of the lease call for monthly basic rent payments of \$25,000. Beginning July 1, 2017, the basic rent will increase 3% annually until the term of the agreement has expired. In addition to the monthly basic rents, the School will be obligated to reimburse the Landlord for real property taxes, insurance premiums, and other direct costs associated with the building.

Also, as part of the lease agreement the School paid a security deposit in the amount of \$12,000. Future minimum lease payments under the agreement are as follows:

Year Ended June 30,	Lease Payments
2019	\$ 318,270
2020	327,818
2021	337,652
2022	347,782
2023	358,215
2024-2027	<u>1,174,019</u>
Total	<u><u>\$ 2,863,756</u></u>

**O. Operating Leases**

The School entered into a lease agreement for use of equipment. The agreement does not contain a purchase option and does not meet the requirements for capitalization. As such, the lease has not been recorded on the statement of financial position. The agreement for equipment provides for monthly payments of \$389 for the copiers through June 2022. The agreement contains a termination clause providing for cancellation after a specified number of days written notice to the lessor, but it is unlikely that the School will cancel the agreement prior to the expiration date. Future minimum lease payments under the agreement are as follows:

**INTEGRITY CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2018

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Year Ended June 30,	Lease Payments
2019	\$ 4,668
2020	4,668
2021	4,668
2022	<u>4,668</u>
Total	<u>\$ 18,672</u>

**P. Upcoming Changes in Accounting Pronouncements**

The Financial Accounting Standards Board (FASB) has issued the following Accounting Standards Updates (ASU) that become effective during the 2018-19 fiscal year:

1. FASB ASU 2018-03 *Technical Corrections and Improvements to Financial Instruments Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*
2. FASB ASU 2017-09 *Compensation – Stock Compensation (Topic 718)*
3. FASB ASU 2017-07 *Compensation – Retirement Benefits (Topic 715)*
4. FASB ASU 2017-01 *Business Combinations (Topic 805)*
5. FASB ASU 2016-16 *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*
6. FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*
7. FASB ASU 2016-09 *Compensation – Stock Compensation (Topic 718)*
8. FASB ASU 2016-06 *Derivatives and Hedging (Topic 815): Contingent Put and Call Options in Debt Instruments*
9. FASB ASU 2016-05 *Derivatives and Hedging (Topic 815): Effect of Derivative Contract Novations on Existing Hedge Accounting Relationships*
10. FASB ASU 2016-04 *Liabilities – Extinguishments of Liabilities (Subtopic 405-20): Recognition of Breakage for Certain Prepaid Stored Value Products*
11. FASB ASU 2015-17 *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*

These updates were issued to provide clarification and simplification in accounting for certain transactions. In addition, they provide for additional note disclosures to create transparency involving these transactions. The updates effective during the 2018-19 fiscal year will not impact the financial accounting or presentation for the School with exception of FASB ASU 2016-14.

FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* changes the classification and presentation of net assets. In addition, the update will provide for enhanced note disclosures that affect Not-for-Profit entities. No adjustments have been made as a result of the new accounting guidance.

## Supplementary Information

## INTEGRITY CHARTER SCHOOL

Organization Structure  
Year Ended June 30, 2018

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Integrity Charter School (Charter #553) was formed pursuant to Education Code Section 47600 under agreement with National School District granted in May of 2003 and renewed in June of 2006. The charter was renewed again in June of 2011 and April of 2016.

### GOVERNING BOARD

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<u>Name</u>	<u>Office</u>	<u>Term and Term Expiration</u>
Sam Caldera	President	Two Year Term Expires June 2019
Leonor Garcia-Rodriguez	Treasurer	Two Year Term Expires June 2018
Nakia Varner	Secretary	Two Year Term Expires June 2019
John Collins	Member	Two Year Term Expires June 2018
Lorey Hernandez Portilla	Member	Two Year Term Expires June 2018

### ADMINISTRATION

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Susie Fahey  
Director

See accompanying notes to supplementary information

**INTEGRITY CHARTER SCHOOL**

## Schedule of Average Daily Attendance

Year Ended June 30, 2018

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	Second Period Report		Annual Report	
	Original	Revised	Original	Revised
Classroom Based Attendance:				
Grades K-3	149.55	N/A	148.73	N/A
Grades 4-6	108.50	N/A	107.79	N/A
Grades 7-8	63.60	N/A	63.17	N/A
Total Classroom Based Attendance	321.65	N/A	319.69	N/A
 Total Attendance	 321.65	 N/A	 319.69	 N/A

N/A – There were no audit findings which resulted in revisions to the second period or annual reports of attendance.

**INTEGRITY CHARTER SCHOOL**

Schedule of Instructional Time  
Year Ended June 30, 2018

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<u>Grade Level</u>	<u>Minutes Requirement</u>	<u>2017-18 Actual Minutes</u>	<u>Number of Traditional Days</u>	<u>Status</u>
Kindergarten	36,000	60,900	180	Complied
Grade 1	50,400	59,070	180	Complied
Grade 2	50,400	59,070	180	Complied
Grade 3	50,400	60,420	180	Complied
Grade 4	54,000	61,080	180	Complied
Grade 5	54,000	61,080	180	Complied
Grade 6	54,000	63,560	180	Complied
Grade 7	54,000	63,560	180	Complied
Grade 8	54,000	63,560	180	Complied

See accompanying notes to supplementary information

**INTEGRITY CHARTER SCHOOL**  
Schedule of Financial Trends and Analysis  
Year Ended June 30, 2018

	Budget 2019	2018	2017	2016	2015
Revenues	\$4,627,445	\$4,356,776	\$4,176,404	\$3,846,444	\$2,968,906
Expenses	3,970,843	3,528,712	3,123,379	2,844,464	2,565,866
Change in Net Assets	656,602	828,064	1,053,025	1,001,980	403,040
Ending Net Assets	<u>\$5,511,514</u>	<u>\$4,854,912</u>	<u>\$4,026,848</u>	<u>\$2,973,823</u>	<u>\$1,971,843</u>
Unrestricted Net Assets	<u>\$5,511,514</u>	<u>\$4,783,348</u>	<u>\$3,942,435</u>	<u>\$2,894,564</u>	<u>\$1,918,483</u>
Unrestricted net assets as a percentage of total expenses	<u>139%</u>	<u>136%</u>	<u>126%</u>	<u>102%</u>	<u>75%</u>
Total Long Term Debt	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Average Daily Attendance at P2	<u>342</u>	<u>322</u>	<u>321</u>	<u>302</u>	<u>280</u>

The School's ending net assets has increased by \$2,883,069 (146%) over the past three fiscal years. The significant increase is in large due to the increase in average daily attendance of 42 (15%) over the past three years combined with a commitment to build reserves to protect the school from changes in economic trends in future years. The 2018-19 fiscal year budget projects an increase in net assets of \$656,602 (14%).

# INTEGRITY CHARTER SCHOOL

## Reconciliation of Unaudited Financial Report Alternative Form with Audited Financial Statements Year Ended June 30, 2018

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June 30, 2018 annual financial alternative form net assets	\$ 4,854,912
Adjustments and reclassifications:	-
Total adjustments and reclassifications	<u>-</u>
June 30, 2018 audited financial statement net assets	<u><u>\$ 4,854,912</u></u>

See accompanying notes to supplementary information

**INTEGRITY CHARTER SCHOOL**  
Notes to the Supplementary Information  
Year Ended June 30, 2018

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**A. Purpose of Schedules**

Organization Structure

This schedule provides information about the School's charter number, district of authorization, members of the governing board, and members of administration.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measure of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

The School receives incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the School and whether they complied with the provisions of Education Code Sections 46200 through 46206. Charter schools must maintain their instructional minutes at the 1986-87 requirements as adjusted by Education Code sections later adopted. The School neither met nor exceeded its LCFF target.

Schedule of Financial Trends and Analysis

Budget information for 2019 is presented for analysis purposes only and is based on estimates of the 2018-19 fiscal year. The information has not been subject to audit.

This schedule discloses the School's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the School's ability to continue as a going concern for a reasonable period of time.

Reconciliation of Unaudited Financial Report Alternative Form with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance as reported on the Unaudited Financial Report Alternative Form to the net assets reported in the audited financial statements.

## Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements Performed in  
Accordance with *Government Auditing Standards*

To the Board of Directors of  
Integrity Charter School

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Integrity Charter School (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 14, 2018.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Integrity Charter School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Integrity Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of Integrity Charter School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Integrity Charter School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*William Stanley King & Co., LLP*

El Cajon, California  
December 14, 2018

## Independent Auditor's Report on State Compliance

To the Board of Directors  
Integrity Charter School

### **Report on State Compliance**

We have audited the School's compliance with the types of compliance requirements described in the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810, that could have a direct and material effect on each of the School's state programs identified below for the fiscal year ended June 30, 2018.

### **Management's Responsibility for State Compliance**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each applicable program as identified in the State's audit Guide *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance*, prescribed in Title 5, *California Code of Regulations*, section 19810. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the comptroller General of the United States; and the State's audit guide *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810. Those standards and audit guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the district's compliance with those requirements.

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with the state laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
<b>Local Education Agencies Other Than Charter Schools</b>	
Attendance.....	N/A
Teacher Certification and Misassignments .....	N/A
Kindergarten Continuance.....	N/A
Independent Study .....	N/A
Continuation Education.....	N/A
Instructional Time .....	N/A
Instructional Materials.....	N/A
Ratio of Administrative Employees to Teachers .....	N/A
Classroom Teacher Salaries .....	N/A
Early Retirement Incentive.....	N/A
Gann Limit Calculation.....	N/A
School Accountability Report Card.....	N/A
Juvenile Court Schools .....	N/A
Middle or Early College High Schools .....	N/A
K-3 Grade Span Adjustment .....	N/A
Transportation Maintenance of Effort .....	N/A
Apprenticeship: Related and Supplemental Instruction .....	N/A
<b>School Districts, County Offices of Education and Charter Schools</b>	
Educator Effectiveness .....	Yes
California Clean Energy Jobs Act .....	N/A
After School Education and Safety Program.....	N/A
Proper Expenditure of Education Protection Account Funds.....	Yes
Unduplicated Local Control Funding Formula Pupil Counts.....	Yes
Local Control and Accountability Plan .....	Yes
Independent Study – Course Based .....	N/A
<b>Charter Schools</b>	
Attendance.....	Yes
Mode of Instruction .....	N/A
Nonclassroom Based Instruction/Independent Study.....	Yes
Determination of Funding for Nonclassroom Based Instruction.....	Yes
Annual Instructional Minutes – Classroom Based .....	N/A
Charter School Facility Grant Program.....	N/A

The term N/A is used above to mean either the School did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

## Opinion on State Compliance

In our opinion, Integrity Charter School complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements listed in the schedule above for the year ended June 30, 2018.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing. This report is an integral part of an audit performed in accordance with *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810. Accordingly, this report is not suitable for any other purpose.

*William A. King & Co., LLP*

El Cajon, California  
December 14, 2018

## Auditor's Results, Findings & Recommendations

# INTEGRITY CHARTER SCHOOL

## Schedule of Auditor's Results

Year Ended June 30, 2018

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### FINANCIAL STATEMENTS

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

One or more material weakness(es) identified?      Yes   X   No

One or more significant deficiencies identified that are  
not considered material weakness(es)?      Yes   X   No

Noncompliance material to financial statements noted?      Yes   X   No

### STATE AWARDS

Any audit findings disclosed that are required to be reported  
in accordance with *2017-18 Guide for Annual Audits  
of California K-12 Local Education Agencies*?      Yes   X   No

Type of auditor's report issued on compliance for state programs: Unmodified

**INTEGRITY CHARTER SCHOOL**  
Schedule of Findings and Questioned Costs  
Year Ended June 30, 2018

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The following findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*, Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), or the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The findings have been coded as follows:

<u>Five Digit Code</u>	<u>AB 3627 Finding Type</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities
50000	Federal Compliance
60000	Miscellaneous
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

**A. Financial Statement Findings**

None

**B. State Award Findings**

None

**INTEGRITY CHARTER SCHOOL**

## Schedule of Prior Year Audit Findings

Year Ended June 30, 2018

Finding/Recommendation	Status	Explanation if Not Implemented
There were no findings reported in the prior year audit.	N/A	N/A

Agenda Item: **17.C. Report on the Governor’s Proposals for the 2019-2020 State Budget and K-12 Education.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: As part of the State of California budget cycle each year, the Governor releases in January his budget plan for the following fiscal year. This plan is called the Governor's January Budget Proposal.

In tonight’s report, Chris Carson will identify key areas that will directly impact the National School District Budget.

Agenda Item: **17.D. Approve Resolution #18-19.21 and award contract #CT3563 to Cox Communications, Inc., for Request For Proposal 18-19-238 Telecommunications – Data Circuits and Internet Services for E-Rate School Year 2019-2020.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On August 8, 2018, the Board authorized the administration to advertise Request for Proposals (RFP) for 18-19-238 Telecommunications – Data Circuits and Internet Services. The RFP covers the period of July 1, 2019 through June 30, 2022. The RFP solicited proposals for vendors who provide data circuits and internet access.

Comments: Proposals were received on October 22, 2018. The District received four proposals for this contract. The proposals were evaluated in terms of cost, strength of vendor and references, experience and knowledge, methodology, and service level with the highest emphasis on pricing.

The finalists, Cox Communications and Crown Castle, were interviewed by a panel of three District personnel and one independent panel member from another San Diego County school district. Cox Communications was the unanimous selection by the committee. The evaluation results were as follows:

Annual Cost Overall Score

- Cox Communications \$194,400.00 360
- Crown Castle \$182,400.00 300
- AT&T \$237,114.00 200
- Cytranet \$192,000.00 158

Public Contract Code section 20118.2 permits school districts to engage in a competitive negotiation process to procure computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus. When a school district finds that it is in the public's interest to consider factors other than price, the district can issue a Request for Proposals ("RFP") to include factors such as price, vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors. Public Contract Code section 20118.2 provides that, following the competitive negotiation process, if an award is not made to the bidder whose proposal contains the lowest price, the school district shall make a finding setting forth the basis for the award.

Due to the highly specialized and unique nature of telecommunications - data circuits and internet services, it is recommended that the Board of Education adopt Resolution #18-19.21 to make a finding consistent with Public Contract Code section 20118.2 that, considering all factors evaluated by the District during the RFP process, including the cost of E-rate eligible services, demonstration of a creative and cost-effective design, experience and ability to provide the necessary services, ability to satisfy project goals, and sufficiency of customer service and support teams, Cox Communications meets the Project and Schools and Libraries Division requirements, satisfies the District's RFP 18-19-238, would provide the District with the most advantageous services that fit within the scope of services sought under the RFP, and the District should therefore award the contract #CT3563 for telecommunications - data circuits and internet services to Cox Communications, Inc. for the E-Rate School Year 2019-2020.

Recommended Motion: Approve Resolution #18-19.21 and award contract #CT3563 to Cox Communications, Inc., for Request For Proposal 18-19-238 Telecommunications – Data Circuits and Internet Services for E-Rate School Year 2019-2020.

Financial Impact: Contract costs: \$194,400.00\* plus applicable taxes annually for three (3) years  
\*E-Rate Funded at 90% \$174,960.00  
\*District Funded at 10% \$19,440.00  
Additional Staffing costs: \$0  
Other Costs: \$0  
One time cost  
General Fund

Attachments:  
Resolution #18-19.21

# **National School District Resolution**

**#18-19.21**

## **RESOLUTION AUTHORIZING PROCUREMENT OF DATA CIRCUITS AND INTERNET SERVICES (PUBLIC CONTRACT CODE SECTION 20118.2)**

**WHEREAS**, the Governing Board (“Board”) of the National School District (“District”) desires to provide data circuits and internet services for the District;

**WHEREAS**, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services;

**WHEREAS**, on August 8, 2018, the District authorizing the Superintendent, or designee, to engage in a competitive negotiation process in compliance with Public Contract Code section 20118.2 for the procurement and implementation of eligible E-rate funded projects and services, and directed the Superintendent, or designee, to take such further actions as may be necessary to carry out said procurement and implementation of E-rate funded projects and services;

**WHEREAS**, the District’s data circuits and internet services are expenses eligible for E-rate funding;

**WHEREAS**, the District prepared a Request for Proposals (“RFP”) for data circuits and internet services;

**WHEREAS**, the District received four responses to its RFP, and evaluated responses pursuant to the evaluation criteria listed in those documents, including the cost of E-rate eligible services, demonstration of a creative and cost-effective design, experience and ability to provide the necessary services, ability to satisfy project goals, and sufficiency of customer service and support teams;

**WHEREAS**, the District conducted interviews with the top two scored responses, and further evaluated responses pursuant to the evaluation criteria listed in those documents, including the cost of E-rate eligible services, demonstration of a creative and cost-effective design, experience and ability to provide the necessary services, ability to satisfy project goals, and sufficiency of customer service and support teams

**WHEREAS**, the District has evaluated all responses, finds that the proposal submitted by Cox Communications (“Cox”) is most advantageous to the District with price and all other factors considered, and desires to enter a contract (“Contract”) with Cox to complete a network and wireless upgrade;

**WHEREAS**, the cost of the Contract is \$194,400.00, which includes wiring, software, incorporation of network facilities backup and routing redundancy, and other equipment and services;

**WHEREAS**, Public Contract Code section 20118.2 requires that, if an award is not made to the bidder whose proposal contains the lowest price, the school district must make a finding setting forth the basis for the award;

**WHEREAS**, the proposed form of the Contract is available in the District’s Business Services Office;

**WHEREAS**, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

**WHEREAS**, the District desires to delegate to the Superintendent’s designee, the Assistant Superintendent of Business Services, Christopher B. Carson (“Designee”), the authority to finalize, execute and deliver the Contract.

**NOW, THEREFORE BE IT RESOLVED** that the Governing Board of the National School District hereby finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The District finds that procurement of the data circuits and internet services qualifies and is authorized under Public Contract Code section 20118.2.
3. The District finds that, despite not providing the lowest price, considering all factors evaluated by the District during the RFP process, including the cost of E-rate eligible services, demonstration of a creative and cost-effective design, experience and ability to provide the necessary services, ability to satisfy project goals, and sufficiency of customer service and support teams, Cox meets the project’s requirements, satisfies the District’s RFP, and would provide the District with the most advantageous services that fit within the scope of services sought under the RFP.
4. The District awards the contract for internal connection network equipment services to Cox.

5. The Board delegate's authority to the District's Designee to execute and deliver the Contract with such additions, amendments, and revisions as are recommended or approved by Designee and counsel to the District, and to take any related actions necessary.
6. The authority given in this Resolution shall be deemed retroactive and all acts taken by District employees and consultants with respect to the Contract performed prior to the approval of this Resolution are hereby confirmed, ratified and affirmed.

PASSED AND ADOPTED this 23rd day of January, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

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Secretary to the Governing Board

Agenda Item:	<b>17.E. Accept gifts.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> <li>1. \$40.00 from United Cerebral Palsy Association to Ira Harbison School for school and classroom supplies.</li> <li>2. \$840.00 from Friends of Balboa Park to Lincoln Acres School for field trip transportation.</li> <li>3. \$25.00 from Mission Federal Credit Union to Lincoln Acres for teacher incentives.</li> <li>4. \$450.00 from Walmart to Olivewood School for field trip transportation and/or school needs.</li> <li>5. \$2469.60 from Olivewood School PTA for school field trips.</li> <li>6. \$500.00 from National Foundation for Autism Research to Rancho de la Nación School for equipment and materials for small group hands-on learning during the 2018-19 school year.</li> <li>7. \$230.00 from Children’s Health Fund to Ira Harbison School for sixth grade camp.</li> <li>8. \$50.00 from Mona Ribada to Kimball School for student activities.</li> </ol>
Quick Summary / Abstract:	<ul style="list-style-type: none"> <li>• United Cerebral Palsy Association of SDC is a nonprofit organization that educates, advocates, and provides support services to people with disabilities.</li> <li>• Friends of Balboa Park offers field trip scholarship programs primarily to Title-1 schools to sponsor buses or admission for school field trips.</li> <li>• Walmart is a business serving the community of National City with an interest in supporting youth.</li> <li>• Olivewood School’s PTA works throughout the year to support various programs at Olivewood School and National School District.</li> <li>• The National Foundation for Autism Research is a nonprofit organization that helps in the development, expansion and support of autism programs and services.</li> <li>• Rest Haven Preventorium is a nonprofit agency that provides financial support for the health related needs of individual children where there is no other funding source.</li> <li>• Mission Federal Credit Union is a community partner with an interest in supporting local youth.</li> <li>• Mona Ribada is an employee of National School District with an interest in supporting youth.</li> </ul>
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept gifts.

Agenda Item: **18. BOARD WORKSHOP**

Quick Summary / None

Abstract:

Agenda Item:

**19. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **20. ADJOURNMENT**