



Governing Board Agenda

January 27, 2021

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.

Maria Betancourt-Castañeda, Board Clerk

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.

Maria Dalla, Board President

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

Michelle Gates, Board Member

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Rocina Lizarraga, Board Member

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Alma Sarmiento, Board Member

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, audio recordings of Governing 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 listen to the recording.

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.

January 27, 2021

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, at 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District’s Human Resources Office.



NATIONAL SCHOOL DISTRICT

CORE VALUES



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

VISION

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



MISSION

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





REGULAR MEETING OF THE GOVERNING BOARD

The public may view the meeting by accessing the following link:

<http://meet.google.com/nji-dgde-rqv>

To listen to the meeting, please call (US) (US)+1 401-300-5905 PIN: 809 496 785#

National School District employees can also use the live stream link to view the meeting:

<stream.meet.google.com/stream/27d224f5-5033-4535-9ca8-1e84754aeb72>

(If you are having trouble with any of the above links, please try copying and pasting the links to the address bar in your browser.)

Wednesday, January 27, 2021

Open Session -- 6:00 p.m.

NOTICE

This meeting will be conducted in accordance with Governor Newsom's Executive Order 28-20 relating to the COVID-19 pandemic. Due to applicable Public Health Orders issued by the County Health Officer, the National School District will not be open to the public.

AGENDA

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

<https://forms.gle/PncUiheKPBWXAtu6A>

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Such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

January 27, 2021

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATIONS

4.A. Recognize District winners of the 16 Weeks of STEAM Artwork Competition. Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

4.B. Superintendent's mid-year presentation on National School District progress. Dr. Leighangela
Brady, Superintendent

4.C. Introduce and welcome the new employees. Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

5. PUBLIC COMMUNICATIONS

Maria Dalla,
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board’s subject matter jurisdiction. If you wish to address the Board, please submit a “Request for Oral Communications” form in the link provided below:

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6. AGENDA

6.A. Accept Agenda. Maria Dalla,
Board President

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Dalla,
Board President

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.

7.A. Minutes

7.A.I. Approve the minutes of the Regular Board Meeting held on December 15, 2020.

Dr. Leighangela
Brady, Superintendent

7.A.II. Approve the minutes of the Special Board Meeting held on January 19, 2021.

Dr. Leighangela
Brady, Superintendent

7.A.III. Approve the minutes of the Special Board Meeting held on January 21, 2021.

Dr. Leighangela
Brady, Superintendent

7.B. Administration

7.B.I. Adopt Resolution #20-21.31 regarding absence of Board Member Maria Dalla due to illness.

Dr. Leighangela
Brady, Superintendent

7.B.II. Adopt Resolution #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.

Dr. Leighangela
Brady, Superintendent

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

Dr. Leighangela
Brady, Superintendent

7.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

7.C.II. Accept the employee resignations/retirements.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

7.D. Educational Services

7.D.I. Approve School Accountability Report Cards (SARC) for all school sites for the 2019-2020 school year (Exhibit A).
Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

7.D.II. Approve contract #CT3789 with Club Xcite Innovative Educational Services to provide specialized academic services for student #3708427 for the 2020-2021 school year.
Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

7.D.III. Approve contract #CT3790 with Rancho Coastal Speech Therapy to provide an Independent Education Evaluation (IEE) for student #3708625.
Dr. Sharmila Kraft,
Assistant
Superintendent-
Educational Services

7.E. Business Services

7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit B.
Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

8. GENERAL FUNCTIONS

8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.
Dr. Leighangela
Brady, Superintendent

8.B. Approve an increase to the District's maximum contribution toward health and welfare benefits to \$15,086 for all confidential, supervisory, and management personnel for the 2020-2021 school year.
Dr. Leighangela
Brady, Superintendent

8.C. Adjust monthly stipend for Governing Board Members.
Dr. Leighangela
Brady, Superintendent

8.D. Discussion of Budget Reduction Plan.
Dr. Leighangela
Brady, Superintendent

9. EDUCATIONAL SERVICES

9.A. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2020-2021 school year.
Dr. Sharmila Kraft,
Assistant
Superintendent-
Educational Services

9.B. Accept draft of School Plan for Student Achievement for the 2020-2021 school year for National School District Schools.
Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

9.C. Accept request for Integrity Charter School for charter renewal with the National School District for 2021-2026.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10. HUMAN RESOURCES

10.A. Amend employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.

Dr. Leticia Hernandez,
Assistant
Superintendent of
Human Resources

10.B. Amend contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.C. Approve Practicum Agreement #CT3793 with Chemeketa Community College to establish training programs in Speech-Language Pathology Assistant and National School District from January 2021-January 2022.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. BUSINESS SERVICES

11.A. Approve the District Annual Developer Fee Report for Fiscal Year 2019-2020.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

12. BOARD/CABINET COMMUNICATIONS

13. ADJOURNMENT

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

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Lis Johnson, Interim Assistant Superintendent-Business Services

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PRESENTATIONS**

Agenda Item: **4.A. Recognize District winners of the 16 Weeks of STEAM Artwork Competition.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In an effort to encourage participation in the upcoming 16 Weeks of STEAM home activities, all students in Transitional Kindergarten through sixth grade were invited to participate in an artwork competition.

The artwork competition ran from November 17 - December 14, 2020. The competition was divided into Hydrosphere for TK-3rd grade and Geosphere for 4th-6th grade students. There was one winner in each category.

Comments: In addition to the two elementary level categories, National City Middle School and high school students were invited to submit entries: Atmosphere for 7th-8th grade and Biosphere for 9th-12th grade.

The winner of each category will receive \$100 in a Mission Federal Savings account for college and have a depiction of their artwork included in the 16 Weeks of STEAM promotional poster.

All prizes were provided by our community partners, Mission Federal Credit Union and A Reason to Survive Art Center.

Agenda Item: **4.B. Superintendent's mid-year presentation on National School District progress.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Comments: This presentation will provide a "State of the District" update, and outline accomplishments, highlight work in progress, and discuss next steps for the District.

Agenda Item: **4.C. Introduce and welcome the new employees.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the December 15, 2020 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

	Introduce & Welcome 1/27/21	
Name	Position	Location
Lydia Ferrer	Speech Language Pathologist Assistant	District Office

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

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Agenda Item: **6. AGENDA**
Agenda Item: **6.A. Accept Agenda.**
Speaker: Maria Dalla, Board President
Recommended Motion: Accept Agenda

Agenda Item: **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Maria Dalla, 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: **7.A. Minutes**

Agenda Item: **7.A.I. Approve the minutes of the Regular Board Meeting held on December 15, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board minutes- 12/15/21

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

December 15, 2020

6:00 PM

<https://drive.google.com/drive/my-drive>

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 6:02 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Barbara Avalos, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 6:04 p.m.:

Present:

Ms. Barbara Avalos

Mr. Brian Clapper

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. RECOGNITION OF SERVICE

4.A. Honor Ms. Barbara Avalos and Mr. Brian Clapper for their distinguished service as Board Members.

Dr. Brady presented a video to honor Ms. Barbara Avalos and Mr. Clapper for their distinguished service as Board Members. Members of the Governance Team shared their appreciation for their colleagues.

5. RECESS

At 7:05 p.m., Dr. Brady called the meeting to a recess.

At 7:11 p.m., Dr. Brady reconvened the public meeting.

6. OATH OF OFFICE

6.A. Administer Oath of Office for Ms. Michelle Gates and Ms. Rocina Lizarraga.

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

Michelle Gates 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.

Rocina Lizarraga 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.

7. ANNUAL ORGANIZATIONAL MEETING

7.A. Election of Board President.

Motion Passed: Election of Board President passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

7.B. Election of Board Clerk.

Motion Passed: Election of Board Clerk passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt- Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

7.C. Appointment of Secretary to the Governing Board:

Leighangela Brady, Ed.D., District Superintendent.

Motion Passed: Appointment of Secretary to the Governing Board passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt- Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

7.D. Approve the National School District Governing Board meeting schedule for the 2021 calendar year.

Motion Passed: Approval of the Governing Board meeting schedule passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

8. RECESS

At 7:25 p.m., Dr. Brady called the meeting to a recess.

At 7:30 p.m., President Dalla reconvened the public meeting.

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

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

10. PUBLIC COMMUNICATIONS

Motion Passed: Vote to waive 20 minutes allowed time for public communications passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

11. AGENDA

11.A. Accept Agenda.

Motion Passed: Acceptance of Agenda passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Special Board Meeting held on November 17, 2020.

12.A.II. Approve the minutes of the Regular Board Meeting held on November 18, 2020.

12.A.III. Approve the minutes of the Special Board Meeting held on December 9, 2020.

12.B. Administration

12.C. Human Resources

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

12.C.II. Accept the employee resignations/retirements.

12.D. Educational Services

12.E. Business Services

12.E.I. Adopt Resolution #20-21.28 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.

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

13. GENERAL FUNCTIONS

13.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.

Dr. Brady, along with Executive Cabinet, updated the Governing Board on District-wide collaboration during the COVID-19 pandemic.

14. EDUCATIONAL SERVICES

14.A. Adopt Local Control and Accountability Plan Budget Overview for Parents for the 2020-2021 school year.

Motion Passed: Adoption of Local Control and Accountability Plan Budget Overview for Parents passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.B. Approve the South County Special Education Local Plan Area (SELPA) Local Plan for the 2020-2021 school year (Exhibit B).

Motion Passed: Approval of the South County Special Education Local Plan Area (SELPA) Local Plan passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.C. Amend #CT3451 with National School District and Rady Children's Hospital-San Diego for the provision of health services.

Motion Passed: Amendment of #CT3451 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.D. Approve contract #CT3738 with the San Diego County Superintendent of Schools to link the District's student information system to the Sacramento County Office of Education Foster Focus Data System.

Motion Passed: Approval of contract #CT3738 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.E. Approve contract #CT3785 with S.T.A.R. Academy / Haynes Family of Programs to provide specialized academic instruction and speech and/or language therapy services for student #3713278.

Motion Passed: Approval of contract #CT3785 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.F. Approve contract #CT3786 with Miriam Nenninger Enterprises to provide parent workshops for National School District families.

Motion Passed: Following discussion, approval of contract #CT3786 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.G. Approve contract #CT3787 with MeBe Family Services to provide speech and language therapy services for student #3709544.

Motion Passed: Approval of contract #CT3787 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.H. Amend contract #CT3788 (Exhibit C) memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety (ASES) 2020-2021 school year.

Motion Passed: Amendment of contract #CT3788 (Exhibit C) passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. HUMAN RESOURCES

16. BUSINESS SERVICES

16.A. Presentation and approval of First Interim Financial Report (Exhibit D).

Motion Passed: Following discussion, approval of First Interim Financial Report (Exhibit passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16.B. Approve Resolution #20.21-29 to identify the amount of budget reductions needed in 2021-22 and 2022-23.

Motion Passed: Following discussion and correction of amount, approval of Resolution #20.21-29 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

Correction of \$800,00 to \$805,000 amount in Resolution #20.21-29 to be reflected in the minutes.

16.C. Adopt Resolution #20-21.30 (Exhibit E) authorizing the borrowing of funds in 2020-21 for the issuance and sale of Tax and Revenue Anticipation Notes (TRANS); and authorizing participation in the SDCOE District TRANS program to execute all related application services.

Motion Passed: Following discussion, adoption of Resolution #20-21.30 (Exhibit E) passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16.D. Approve extension of contract CT3365 for two additional years with LogMeIn USA, Inc. (formerly Jive Communications).

Motion Passed: Following discussion, approval of extension of contract CT3365 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento welcomed the new Board Members and shared she was very impressed with them on their first meeting. She also shared that curious to see what the financial outcome for Sweetwater Union High School District will be.

Ms. Betancourt-Castañeda thanked all participants of the meeting and welcomed the new Board Members. She thanked Ms. Erina Cowart and Dr. Johnson for their presentation and she also thanked Ms. Vicario for inviting them to participate in Kimball School's Toys for Tots event and for showing her the safety protocols that were in place. She wished happy belated birthdays to Noa Brady and to her husband, Pablo Castañeda, and she wished everyone a great night.

Ms. Gates thanked Ms. Erina Cowart and Dr. Johnson for their presentation, she expressed that looking at the future decisions that must be made, it is important they work together and listen to each other. She shared a few questions for Dr. Kraft and shared that she is excited about the approved contracts for future parent workshops.

Ms. Lizarraga thanked everyone for their welcoming comments, and she shared she is looking forward to working together. She had a special shout out for Ms. Castañeda, Olivewood School, and she thanked Ms. Erina Cowart and Dr. Johnson for their presentation.

Dr. Hernandez welcomed the new Board Members and let them know they are here to support them. She thanked all employees for their hard work and wished staff a restful winter break.

Dr. Johnson thanked Board Members for participating and engaging in the budget presentation. She congratulated the new Board Members, Board President and Board Clerk for their new role.

Dr. Kraft welcomed the new Board Members and wished happy birthdays to Ms. Janna Piper, Noa Brady, and wished everyone a safe and happy winter break.

Dr. Brady congratulated Ms. Dalla and Ms. Betancourt-Castañeda for their new roles, she welcomed the new Board Members, and congratulated all Board Members for their fabulous job. She shared information regarding the search for a new Assistant Superintendent of Business Services. She wished happy birthdays to Mr. Yousuf Hussain and Ms. Jocelyn Gomez, she also congratulated Ms. Gomez for her new baby. She thanked Ms. Erina Cowart, Dr. Johnson, and Ms. Michele McClowry for their work in the presentation.

Ms. Dalla welcomed the new Board Members and shared she is looking forward to working together. She had a special shout out to the participants of Kimball School's Toys for Tots event, especially to Ms. Maria Campaña, Ms. Araceli Gurrola, Ms. Mayra Graciano, Ms. Maria Julia Araiza, and Ms. Alma Gloria Tirado. She thanked staff for their hard work. She wished happy birthdays to Mr. Yousuf Hussain, Noa Brady, Mr. Pablo Castañeda, and Ms. Jocelyn Gomez. She wished everyone a good night.

18. ADJOURNMENT

Board President, Maria Dalla, adjourned the meeting at 10:21 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **7.A.II. Approve the minutes of the Special Board Meeting held on January 19, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes- 01/19/21

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

January 19, 2021
4:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Maria Dalla called the meeting to order at 4:00 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Maria Dalla, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 4:02 p.m.:

Present:

Ms. Maria Betancourt-Castañeda
Ms. Maria Dalla
Ms. Michelle Gates
Ms. Alma Sarmiento

Absent:

Ms. Rocina Lizarraga

Board President, Maria Dalla took roll call.

4. PUBLIC COMMUNICATIONS

None

5. CLOSED SESSION

Closed session was held from 4:30 p.m. to 5:38 p.m.

No action was taken in closed session.

6. ADJOURNMENT

Closed session was adjourned at 5:38 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.A.III. Approve the minutes of the Special Board Meeting held on January 21, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes- 01/21/21

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

January 21, 2021

6:00 PM

<https://drive.google.com/drive/u/0/folders/1yR3XNmbXxwCbXZ3HO0ay32pgKLQRlwHJ>

1. CALL TO ORDER

Board President, Maria Dalla called the meeting to order at 4:35 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Maria Dalla, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 4:37 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Absent:

Ms. Alma Sarmiento

Updated Attendance:

Ms. Alma Sarmiento was updated to present at: 5:26 p.m.

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

None

5. BOARD WORKSHOP

5.1. National School District Board Budget Workshop

Dr. Lis Johnson led a workshop to discuss a plan with options for curtailing ongoing district expenditures.

6. ADJOURNMENT

Board President, Maria Dalla, adjourned the meeting at 6:55 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.B. Administration**

Agenda Item: **7.B.I. Adopt Resolution #20-21.31 regarding absence of Board Member Maria Dalla due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Dalla was absent from the Special Board meeting held on December 9, 2020, due to illness.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #20-21.31 regarding absence of Board Member Maria Dalla due to illness.

Attachments:
Resolution #20-21.31

National School District

Resolution

#20-21.31

Absence of Board Member Maria Dalla Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Maria Dalla was absent from the Special Board meeting held on December 9, 2020, due to illness and shall receive the maximum monthly compensation for December 2020.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 27th day of January 2021 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.

Secretary to the Governing Board

Agenda Item: **7.B.II. Adopt Resolution #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Rocina Lizarraga was absent from the Special Board meeting held on January 19, 2021, due to illness.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.

Attachments:
Resolution #20-21.32

National School District

Resolution

#20-21.32

Absence of Board Member Rocina Lizarraga Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Rocina Lizarraga was absent from the Special Board meeting held on January 19, 2021 due to illness and shall receive the maximum monthly compensation for January 2021.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 27th day of January 2021 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.

Secretary to the Governing Board

Agenda Item: **7.B.III. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

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

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

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

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of July through September 2020, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:
Williams Quarterly Report

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: October 1, 2020 to December 31, 2020

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

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

Submitted by: Vanessa Ceseña

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **7.C. Human Resources**

Agenda Item: **7.C.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff recommendations

CERTIFICATED STAFF RECOMMENDATIONS
January 27, 2021

Name Position Effective Date Placement Funding Source

Employment

1. Janette Garcia	Teacher of Special Day Class-Mild/Moderate K-6 6.58 hours per day 185 days per year Central School	January 28, 2021	Class 1, Step 1	General Fund
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Temporary Employment

2. Heather Ecker	Impact Teacher 4 hours per day Not to exceed 130 days per year Ira Harbison School	January 28, 2021 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds
3. Jacqueline Workman	Impact Teacher 4 hours per day Not to exceed 130 days per year Ira Harbison School	January 28, 2021 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

4. Brandy Johnson	Teacher Ira Harbison School	January 5, 2021 to June 9, 2021	Unpaid leave of absence	
5. Megan Padilla	Teacher Kimball School	April 22, 2021 to June 9, 2021	Unpaid leave of absence	

CLASSIFIED STAFF RECOMMENDATIONS
January 27, 2021

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

None			
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Temporary Employment

None			
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Additional Duties

None			
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Contract Extension/Change

6. Michelle Vaughn	From Instructional Assistant-Health Care 3.25 hours per day 210 days per year at Olivewood School to Instructional Assistant-Special Education 6 hours per day 210 days per year Student Support Services District Office	January 28, 2021	Range 16, Step 1	General Fund
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Leave of Absence

None			
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Agenda Item: **7.C.II. Accept the employee resignations/retirements.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 1/27/21			
Name	Position	Location	Effective Date
Sarah Lamb	Impact Teacher	Kimball School	January 12, 2021
Leslie Paciski	Impact Teacher	Ira Harbison School	December 11, 2020
Michelle Rico	Instructional Assistant - Special Education	Central School	December 18, 2020

Retirements 1/27/21			
Name	Position	Location	Effective Date
Gloria Gonzales	Teacher Special Day Class-Mild/Moderate	Central School	January 4, 2021
Mary Kay Thomas	Child Nutrition Services Site Manager	El Toyon School	December 18, 2020

Agenda Item: **7.D. Educational Services**

Agenda Item: **7.D.I. Approve School Accountability Report Cards (SARC) for all school sites for the 2019-2020 school year (Exhibit A).**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this item will allow National School District to meet the annual update and Board approval of the State-mandated School Accountability Report Card (SARC).

In accordance with State policy, the SARC must be approved by the Governing Board by February 1 of each school year.

The SARC provides parents and the community with information about education at the schools in the National School District.

Comments: An electronic notification will be sent to families on February 1, 2021 on how to access the SARC's through the internet by accessing our web site at www.nsd.us. Copies will be kept on hand at each school site for individual requests.

Recommended Motion: Approve School Accountability Report Cards (SARC) for all school sites for the 2019-2020 school year (Exhibit A).

Attachments:
Exhibit A

Agenda Item: **7.D.II. Approve contract #CT3789 with Club Xcite Innovative Educational Services to provide specialized academic services for student #3708427 for the 2020-2021 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this item will allow National School District to meet the required provisions for specialized academic services for student #3708427.

The required provisions were pre-approved by the Board on November 4, 2020.

Comments: The terms of the contract provide specialized academic instruction services from January 28, 2021 to June 31, 2021 up to the amount of \$6,800.

Recommended Motion: Approve contract #CT3789 with Club Xcite Innovative Educational Services to provide specialized academic services for student #3708427 for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$6,800
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund- Special Education

Attachments:
CT3789

[Fund Res Goal Function Object Site]

Contract No. CT3789

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

Club Xcite Innovative Educational Services 10855 Sorrento Valley Rd Unit 207

Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA 92121</u>	<u>10855 Sorrento Valley Rd Unit 207</u>
City	State Zip Code	

hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

- Provide specialized academic instruction for student # 3708427. Hourly rate of \$75 per hour up to total amount \$6800. Compensatory educational services must be provided by June 31, 2021 and any balance of the amount remaining after that date shall be forfeited .
- Term. Contractor shall commence providing services under this Agreement on January 28, 2021, and will diligently perform as required and complete performance by June 31, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed six thousand, eight hundred Dollars (\$6800). District shall pay Contractor according to the following terms and conditions: upon receipt of invoice.

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
-

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 contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

13. Insurance. 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 the 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: | <u>10855 Sorrento Valley Rd Unit 207</u>
<u>San Diego, CA 92121</u> |
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 28 day of January, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Lisbeth Johnson
Typed or Printed Name

Assistant Superintendent Business
Title

Board Approval Date: 1/27/2021

Signature of Authorized Agent

Kelcey Ellis, Program Director
Typed Name

Social Security or Taxpayer I. D. No.

(858) 779-9674
(Area Code) Telephone Number

Agenda Item: **7.D.III. Approve contract #CT3790 with Rancho Coastal Speech Therapy to provide an Independent Education Evaluation (IEE) for student #3708625.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Quick Summary / Abstract: Approval of #CT3790 will allow student #3708625 to receive an IEE in the areas of speech and language.

The terms of the contract are from January 28, 2021 to June 30, 2021.

Comments: Per Federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R §300.502(a)(2),(a)(1).

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including speech and language.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Recommended Motion: Approve contract #CT3790 with Rancho Coastal Speech Therapy to provide an Independent Education Evaluation (IEE) for student #3708625.

Financial Impact: Contract cost: Not to exceed \$1,650
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund - Special Education

Attachments:
CT3790

[Fund Res Goal Function Object Site]

Contract No. CT3790

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

Rancho Coastal Speech Therapy

PO Box 319

Contractor

Taxpayer ID Number

Mailing Address

Solana Beach

CA

92075

, 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 an independent educational evaluation for student #3708625 in the areas of speech and language up to a maximum amount of \$1,650.

2. Term. Contractor shall commence providing services under this Agreement on January 28, 2021, and will diligently perform as required and complete performance by June 31, 2021.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed sixteen hundred and fifty Dollars (\$1650). District shall pay Contractor according to the following terms and conditions: upon receipt of invoice.

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
-

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 contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

13. Insurance. 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 the 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: | <u>P.O. Box 319</u>
<u>Solana Beach, CA 92075</u> |
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 28 day of January, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Lisbeth Johnson
Typed or Printed Name

Christy Himstreet, SLP
Typed Name

Assistant Superintendent Business
Title

Social Security or Taxpayer I. D. No.

Board Approval Date: 1/27/2021

619-987-3841
(Area Code) Telephone Number

Agenda Item: **7.E. Business Services**

Agenda Item: **7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit B.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

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

Attachments:
Exhibit B

Agenda Item: **8. GENERAL FUNCTIONS**

Agenda Item: **8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: Administration will provide the Board with an update on actions being taken during the Coronavirus (COVID-19) pandemic. Board members will have an opportunity to ask questions and engage in deeper discussion around National School District's current and next steps in navigating this world-wide crisis.

Agenda Item: **8.B. Approve an increase to the District's maximum contribution toward health and welfare benefits to \$15,086 for all confidential, supervisory, and management personnel for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The District Superintendent is recommending that the Board approve the health and welfare benefit package for the 2020-2021 school year for all confidential, supervisory, and management personnel from \$14,368 to \$15,086.

This is an increase of \$700 per employee. There are 34 number of employees in this group.

Comments: The District and both labor groups, National City Elementary Teachers Association (NCETA) and the California School Employee Association (CSEA) and its National Chapter 206 have reached agreements that have been ratified by their members and the Governing Board for the 2020-2021 school year.

Recommended Motion: Approve an increase to the District's maximum contribution toward health and welfare benefits to \$15,086 for all confidential, supervisory, and management personnel for the 2020-2021 school year.

Financial Impact: \$24,412
General Fund

Agenda Item:	8.C. Adjust monthly stipend for Governing Board Members.
Speaker:	Dr. 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"> • This is not a raise, but rather an adjustment in compensation. • Board members receive a \$277.83 stipend per month. • 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. • Board members do not receive additional compensation for special Board meetings called within a given month. • The cost of the adjustment to the Governing Board's monthly stipend is \$13.23 per month for each Board member.
Recommended Motion:	Adjust monthly stipend for Governing Board Members.
Financial Impact:	Governing Board Stipend Annual cost General Fund

Agenda Item: **8.D. Discussion of Budget Reduction Plan.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: On January 21, 2021, the Board held a workshop to review expected State and Federal revenues and current district budget deficits. Necessary budget reductions were presented, inclusive of staffing cutbacks. Tonight, the Board will discuss and give input necessary to complete a Budget Reduction Plan.

The Budget Reduction Plan will be finalized and brought forward for Board approval in February 2021.

Comments: On December 15, 2020, the National School District Board approved a First Interim budget resolution which was designed to achieve a positive district fiscal certification approval by the San Diego County Office of Education. In that resolution, \$4.2 million dollars in reductions for 2021-2022 and \$805,000 for 2022-2023 were also approved by the Governing Board to decrease deficit spending and maintain a minimum 3% reserve in light of declining enrollment and State fiscal uncertainty.

Agenda Item:	9. EDUCATIONAL SERVICES
Agenda Item:	9.A. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2020-2021 school year.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent-Educational Services
Quick Summary / Abstract:	<p>Senate Bill 187 requires that all schools develop a Comprehensive School Safety Plan. This legislation and District policy require that the plan must be developed and approved by the School Site Council and approved by the School Board each school year. The required elements of the plan include:</p> <ol style="list-style-type: none"> 1. Assess current school climate 2. Identify safe school strategies and programs 3. Address the school's procedure for complying with existing laws relating to school safety 4. Develop a School Crisis Response Plan
Comments:	<p>Each year, schools revise the School Safety Plan to outline current school policies in the areas of discipline, safe ingress and egress patterns at the school site, uniform policies and crisis response procedures.</p> <p>All ten schools, the District Office and National City Police Department (NCPD)/National City Fire Department (NCFD) have reviewed and revised their plans and have provided the District with documentation of plan approval by the School Site Council. Public plans are available for review at each school site and District Office.</p>
Recommended Motion:	Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2020-2021 school year.

Agenda Item: **9.B. Accept draft of School Plan for Student Achievement for the 2020-2021 school year for National School District Schools.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: California Education Code (EC) Section 64001(a), requires each school in a district to create a consolidated plan required by funding programs into a single plan called the School Plan for Student Achievement (SPSA). The SPSA is updated annually and presented to the Board for approval.

Acceptance of this item allows school sites to present the draft 2020-2021 SPSA for review to the Board.

Comments: School Site Council is authorized to develop each school plan for student achievement. The process for developing the plan includes:

- Determine achievement needs based on student achievement data
- Gather stakeholder input about school needs
- Develop school goals aligned with LCAP goal outcomes
- Plan a budget in compliance with funding guidelines and supporting school and LCAP goals
- Identify a monitoring process for ensuring goals are met.

School plans are available in the office of the Assistant Superintendent, Educational Services.

Recommended Motion: Accept draft of School Plan for Student Achievement for the 2020-2021 school year for National School District Schools.

Agenda Item: **9.C. Accept request for Integrity Charter School for charter renewal with the National School District for 2021-2026.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Charter renewals are guided by EC Section 47607 that outlines renewal and denial criteria. Currently, each renewal is granted for a period of five years. A letter from the charter school requesting renewal to the authorizing district initiates the process.

Acceptance of the charter request letter from Integrity Charter School will allow the National School District to begin the process in accordance with legal requirements and required elements of considering the charter renewal process. Acceptance of the request for renewal does not indicate Board approval of the charter renewal.

Recommended Motion: Accept request for Integrity Charter School for charter renewal with the National School District for 2021-2026.

Attachments:
Renewal letter



INTEGRITY CHARTER SCHOOL

Integrity Charter School
701 National City Blvd.
National City, CA 91950
(619) 336-0808
sfahey@integritycharterschool.net
<https://www.integritycharterschool.net>

January 11, 2021

National School District
National School District Governing Board
1500 N Avenue
National City, CA 91950

RE: Letter of Intent to Renew Integrity Charter School

To the National School District Governing Board:

In accordance with the California State Board of Education, please accept this letter of intent to renew the Charter of Integrity Charter School. We propose to renew our Charter for a term of 5 years to begin on July 1, 2021. We will submit a charter renewal to the National School District Governing Board by their deadline, along with approval from Integrity Charter School Governing Board.

We look forward to working with you during the renewal process and appreciate your consideration.

Sincerely,

Dr. Susie Fahey
Executive Director of Integrity Charter School

Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Amend employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent of Human Resources

Quick Summary / Abstract: Amendment of this employment agreement #CT3775, will extend the term of service until June 30, 2021. There will be no additional financial impact as a result of this amendment.

Recommended Motion: Amend employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.

Financial Impact: No financial impact for amendment.

Attachments:
CT3775

Amendment to term of contract

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

Contract No. _____

**Employee/Contractor Agreement
National School District**

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

Contractor Name SSN/Taxpayer ID Number Mailing Address

_____, hereinafter referred to as "Contractor."

City State Zip Code

1. Services to be provided by Contractor. _____

at _____.
Location

2. Term. Contractor shall provide services under this Agreement on _____, _____, and will diligently perform as required and complete performance by _____, _____.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor through payroll the month following rendered 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:

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:

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. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor'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 these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
9. 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.
10. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
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11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

NATIONAL SCHOOL DISTRICT

EMPLOYEE/CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security #

Board Approval Date: _____

(Area Code) Telephone Number

**Board Approval Date for
Amendment to Term of Contract:** _____
January 27, 2021

Agenda Item: **10.B. Amend contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Amendment of contract #CT3776, will extend the term of service until June 30, 2021. There will be no additional financial impact as a result of this amendment.

Recommended Motion: Amend contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.

Financial Impact: No financial impact to this amendment.

Attachments:
CT3776

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

Contract No. CT3776

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

Michele McClowry, M.B.A. 1175 Nashport Street

Contractor	Taxpayer ID Number	Mailing Address
<u>La Verne</u>	<u>CA 91750</u>	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. To provide expertise and support as requested by the District.

2. Term. Contractor shall commence providing services under this Agreement on October 29, 2020, and will diligently perform as required and complete performance by June 30, 2021.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifty Thousand Dollars Dollars (\$ 50,000). District shall pay Contractor according to the following terms and conditions:

Fee schedule and billing terms as attached. Not to exceed \$50,000.

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

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: 1175 Nashport Street
La Verne, CA 91750

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 29th day of October, 2020.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Leighangela Brady, Ed. D.

Typed or Printed Name

Michele McClowry, M.B.A.

Typed Name

Superintendent

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: October 28, 2020

(Area Code) Telephone Number

**Board Approval Date for
Amendment to Term of Contract:** _____

Michele McClowry M.B.A.

Fee Schedule

On-Site Work

Actual services shall be billed on an hourly basis as shown below for work performed on-site at the National School District Office in National City CA or another site specified by the District. Consultant may possibly work from home on occasion at the same hourly rate.

Travel Time

Travel to and from the District shall be calculated as the driving time from the Consultant's place of residence in La Verne CA to the District Office in National City CA. Distance estimated to be 126 miles each way based upon MapQuest driving directions.

The District will be charged for the total round-trip travel time. The estimated average one-way travel time will be approximately two hours. Travel time will be billed based on actual hours or partial hours. The round-trip travel time shall not exceed four (4) hours per day.

Direct Travel Expenses and Other Expenses

Mileage will be charged at the current IRS approved rate of \$.575 per mile.

Due to the distance between the consultant's place of residence and the District, there may be charges for lodging which will be based on actual receipts. There will be no charge for meals or incidentals.

Hourly Fees

Consultant/Independent Contractor (on-site and off-site work)	\$ 165.00 per hour
(Partial hours will be charged in 15 minutes increments)	
Travel Time	\$ 125.00 per hour

Billing

Services will be invoiced monthly, due and payable within 30 days.

Agenda Item: **10.C. Approve Practicum Agreement #CT3793 with Chemeketa Community College to establish training programs in Speech-Language Pathology Assistant and National School District from January 2021-January 2022.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: This agreement from January 2021 until January 2022 would allow the District to provide practicum opportunities for students from Chemeketa Community College for Speech-Pathology Assistant students.

Comments: For a number of years it has been challenging to find highly qualified Speech-Pathology Assistants. In order to address these shortages, it would benefit the District to enter into a Practicum Agreement with Chemeketa Community College.

Recommended Motion: Approve Practicum Agreement #CT3793 with Chemeketa Community College to establish training programs in Speech-Language Pathology Assistant and National School District from January 2021-January 2022.

Attachments:
CT3793

PRACTICUM AGREEMENT FOR PLACEMENT OUTSIDE OREGON

Speech-Language Pathology Assistant Program

This agreement is by and between the National School District hereafter called Site, and Chemeketa Community College, hereafter called College.

1.0 RECITALS

College has established training programs in Speech-Language Pathology Assisting providing education in Speech-Language Pathology Assisting which require the facilities of schools, clinics and other sites for practicum education.

Sites provide practicum facilities suitable for educational needs of the program. Parties agree that mutual benefits will result from ensuring that students have opportunities for Practicum education prior to entry employment as Speech-Language Pathology Assistants.

2.0 PURPOSE OF AGREEMENT

It is the intention of the parties by and through this agreement to prepare students, assigned to the program(s) established by this agreement, for positions requiring entry level speech-language pathology assistants. Students are expected to acquire the needed skills through participation with the parties of this agreement. These skills are further described in Attachment A. Course Outline which is incorporated herein by this reference.

Specific student assignments shall be made according to a separate student practicum site agreement attached as Attachment B. which is incorporated herein by this reference.

3.0 TERM AND TERMINATION

The parties agree that the term of this agreement shall be effective as of the date of last signature by all parties and shall continue for an initial term of 24 months through January 2022 unless terminated as provided herein. Thereafter, this agreement shall renew automatically in one year increments for a period not to exceed five years from the end of the initial contract term unless either party notifies the other of its intention not to renew by giving written notice 90 days in advance of the renewal period delivered by first class mail or in person. This agreement may be terminated at any time by mutual consent of both parties. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

4.0 CONSIDERATION

The parties enter into this agreement in consideration of the mutual benefits and obligations herein.

5.0 UNDER THE TERMS OF THIS AGREEMENT THE COLLEGE SHALL:

- a) assume full responsibility for offering an approved educational program;
- b) provide sustained general supervision for all students and the overall coordination of training activities;
- c) provide and plan for initial orientation and subsequent opportunities for participating College faculty and Site personnel to discuss and evaluate the practicum students;
- d) assume responsibility for all student records;
- e) assure that the established course outline is followed;
- f) respect the confidential nature of student and Site records;
- g) Maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for College and College's students participating in practicum placement and provide Site with a certificate of insurance evidencing the coverage required by this agreement upon request;
- h) indemnify, defend and hold harmless Site, its officers, directors, employees and members of its Staff who participate in the speech-language pathology assistant program offered through College at Site from and against all claims, damages, losses and liabilities arising from the acts or omissions of College or College's faculty or students with respect to the speech-language pathology assistant program offered at Site;
- i) provide students and instructors with training about federal HIPAA regulations and any and all applicable ORS or OAR which implement HIPAA regulations;
- j) Require students and faculty to review the institutions HIPAA guidelines prior to their assignment and to use its protocols during their clinical rotation at the Site sites;
- k) ensure that students assigned to the Site meet both College and Site standards of health and have the academic ability to profit from the experience;
- l) schedule and assist in evaluation conferences.
- m) assure that the established course outline is followed.
- n) Ensure that students will have passed a criminal background check prior to assignment to the Site pursuant to applicable law in the state where the Site is located

6.0 UNDER THE TERMS OF THIS AGREEMENT SITE SHALL:

- a) provide practicum facilities, supervision, and guided work experience; maintain approved standards of health care practice; assist with evaluation of student performance as needed;
- b) Follow established course outline which is attached as Attachment A. and which is incorporated herein by this reference;
- c) accept students for supervised experience and function as a site for clinical interaction hours
- d) provide the minimum clock hours per term of Practicum experience, required by the program, as described in Attachment B Site Agreement.;
- e) agree not to reimburse any student for services provided under this agreement.

7.0 AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, changed, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties.

8.0 COMPLIANCE WITH LAW

- a) This agreement shall be construed under the laws of the state of OREGON.
- b) The parties agree that in performing this contract each will comply with all applicable provisions of the federal, state and local laws, regulations, rules, orders, codes, administrative rules, ordinances, and College and Site policies applicable to the provision of services under this Contract, including, without limitation, the provisions of ORS 279A, 279B, 279C; the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and the 2008 amendment to the Americans with Disabilities Act; ORS 659A.142 and ORS 659A.400 through ORS659A.409; (v) the Age Discrimination Act; ORS 659.800 et al, and all amendments of regulations and administrative rules established pursuant to those laws; (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- c) The parties agree not to discriminate against any client, employee, or applicant for employment or for services, because of race, religion, color, national origin, ethnicity, sex, sexual orientation or identity, veterans status, pregnancy or related conditions, disability, or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Site in violation of this clause may be barred forthwith from receiving awards of any purchase order, purchase agreement, contract, or similar acquisition instrument, from the College unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

9.0 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)


The parties shall maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

10.0 MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11.0 NOTICES/CONTACTS

All notices and other communication hereunder shall be in writing and deemed to be given if delivered in person or mailed by first class mail to the addresses shown herein for each of the parties.

COLLEGE	SITE
ASHLEY NORTHAM, MS,CCC-SLP INSTRUCTOR – SPEECH LANGUAGE PATHOLOGY ASSISTANT PROGRAM CHEMEKETA COMMUNITY COLLEGE YVC 306 NORTON LANE NE	NAME TITLE SITE ADDRESS ADDRESS
MCMINNVILLE, OR 97128 PHONE:503.589.7815 ashley.northam@chemeketa.edu	CITY, STATE, ZIP PHONE 

SIGNATURES
(See next page)

COLLEGE

SITE

(Signature)

(Date)

**ASHLEY NORTHAM, MS,CCC-SLP
INSTRUCTOR – SPEECH LANGUAGE
PATHOLOGY ASSISTANT PROGRAM
CHEMEKETA COMMUNITY COLLEGE, YVC**

(Signature)

(Date)

Name:

Title:

Other Signatures (If required by Site)

(Signature)

(Date)

It is the policy of Chemeketa Community College and its Board that there will be no discrimination or harassment on the basis of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran’s status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities or employment. Persons having questions about equal opportunity/affirmative action should contact the Affirmative Action Officer at 4000 Lancaster Dr. NE, Salem, Oregon 97309-7070, or call 503.399.4784. To request this publication in an alternative format, please call 503.399.5192.

Course Outline

Course Identification	<u>SLP 189/190</u>	Credits	<u>3</u>	Date	<u>1/10</u>
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Course Title: SLPA Practicum I (SLP 189)

Total Instructional Hours, for Course, per Term:

1	Lecture Hours	=	1	Credit(
1			_____	s)	
6	Laboratory	=	2	Credit(
0	Hours		_____	s)	

Prerequisite Course(s):

Successful completion of all SLPA courses or consent of the Instructor

Required Text(s):

Moore, *Competencies + Strategies F/Speech-LA*, 3rd Edition, Cengage L, ISBN 978-0-7693-0248-5

Course Description:

Focuses on guided practice in speech language pathology assisting. Includes working with a speech language pathologist supervisor at one or more sites of service. Emphasizes skill shaping and improvement using input from the supervising clinician and the college instructor.

Performance Based Learner Outcomes:

Upon successful completion of the course, students should be able to:

1. Use effective pacing of language and speech intervention sessions.
2. Provide stimuli to elicit target responses as prescribed by the supervisor.
3. Follow a treatment protocol using stimulus materials as prescribed by the supervisor.
4. Describe/document clinically relevant behaviors of the client and family.
5. Prepare age-appropriate and culturally sensitive treatment materials matched to the developmental age and communication disorder in response to direction from the supervisor.
6. Prepare and maintain client charts and records, and write progress reports using appropriate terminology of the profession.
7. Accurately record target behaviors using different types of descriptive symbols.
8. Provide levels and types of reinforcement for target behaviors identified by the supervisor.
9. Elicit accurate production of target behaviors through employment of appropriate correction responses to behavior.
10. Use specified infection control procedures.
11. Implement procedures for physical management of clients, according to employer's standards and guidelines, and state regulations.

12. Implement injury prevention strategies consistent with the employer's guidelines and standards.

Course Content Outline:

- I. Basic Infection Control Procedures and Using Employer Policies to Guide Practice
- II. Obtaining Behavioral Baselines and Reinforcement vs. Punishment
- III. Using Reinforcement and Punishment in Teaching and Learning
- IV. Review and Critique of Language and Speech Programs from the Sites
- V. Review and Critique of Voice and Stuttering Programs from the Sites
- VI. Data Keeping in Groups and Use of Various Approaches to Behavior Change/Correction
- VII. Approaches to Data Keeping and the Roles of Data in Intervention Progression
- VIII. Translating Data into Meaningful Descriptions of Client Progress, and Use of Various Input and Output Modalities for Achieving Accurate Responses



P.O. Box 14007, 4000 Lancaster Drive NE Salem, OR 97309-7070

STUDENT PRACTICUM SITE AGREEMENT – SPEECH-LANGUAGE PATHOLOGY ASSISTING

SITE:

PRACTICUM PROGRAM:

Supervisor Name

*Speech-Language Pathology Assisting
Program Title*

Address

Student's Name

City, State, Zip

Student's Signature

Telephone Number and Email

Date

Authorized Signature

Student Contact Information:

Phone: _____

Email : _____

Date

The above-named Site will serve as a practicum site, in accordance with the Practicum Agreement already established, Master Contract _____.

The above-named student will begin his/her practicum experience the week of _____, 201_. The student is required to complete a total of 100 hours over 2 college terms (SLP 189 and SLP 190) on or before _____, 20_. **NOTE:** Students who haven't completed 100 hours must obtain permission and arrange for extension hours with both Site and college.

The college instructor for this practicum site will be **Ashley Northam**. The college telephone number is 503.589-7815. The email address is: ashley.northam@chemeketa.edu.

Please make a photocopy of this Student Practicum Site Agreement for your records and return one to the student. Thank you!

Chemeketa Community College is an equal opportunity/affirmative action employer and educational institution. To request this publication in an alternative format, please call 503.399.5192.

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Approve the District Annual Developer Fee Report for Fiscal Year 2019-2020.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: Pursuant to Government Code Sections 66006(b) and 66001(d) the District is required to prepare an Annual Report of the developer fees collected for residential and commercial development projects, which must be adopted by the Board of Education at a regularly-scheduled public meeting.

Recommended Motion: Approve the District Annual Developer Fee Report for Fiscal Year 2019-2020.

Financial Impact: Revenue dependent on residential development fees collected.

Attachments:
Developer fee report

**NATIONAL SCHOOL DISTRICT
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2019-2020**

I. Introduction

This Annual Developer Fee Report for Fiscal Year 2019-2020 (“Report”) provides an annual accounting of school facilities fees collected by the National School District (“District”) during fiscal year 2019-2020 as required by Government Code Section 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

The District collects school facilities fees from the owners of residential, commercial and industrial development projects to mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

Fees collected pursuant to Education Code Section 17620 and Government Code Section 65995, referred to herein as Statutory School Fees, are currently in the amount of \$1.41 per square foot of residential development and \$0.22 per square foot of commercial and/or industrial development. These rates became effective on September 23, 2013.

The school facilities fees described in the Report do not include letters of credit, bonds, or other instruments to secure payment of school facilities fees at a later date.

III. Activity for Fiscal Year 2019-2020

Beginning Balance of the Capital Facilities Fund as of 7/1/19	\$	1,151,773
Statutory School Fees Collected for Fiscal Year 2019-2020	\$	502,951
Interest Earned on Capital Facilities Fund	\$	<u>25,493</u>
Total Capital Facilities Fund	\$	1,680,217
Public Improvement Project Costs	\$	<u>0</u>
Ending Balance of the Capital Facilities Fund as of 6/30/20	\$	1,680,217

IV. Public Improvement Expenditure Listing

PUBLIC IMPROVEMENT PROJECT	AMOUNT OF EXPENDITURE
None	\$0

V. Planned Future Improvements

PUBLIC IMPROVEMENT PROJECT	LOCATION (S)	AMOUNT	ESTIMATED START DATE
None	None	None	None

VI. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended

NONE

VII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

No refund of school facilities fees is required, as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new development.

Agenda Item:

12. BOARD/CABINET COMMUNICATIONS

Agenda Item: **13. ADJOURNMENT**