



Governing Board Agenda

February 14, 2018

Welcome

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

Our Governance Team

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

Barbara Avalos, Member

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

Maria Betancourt-Castañeda, President

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

Leighangela Brady, Secretary

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

Brian Clapper, Member

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

Maria Dalla, Member

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

Alma Sarmiento, Clerk

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans With Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, February 14, 2018

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

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

Creating Successful Learners... Now

February 14, 2018

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board
President

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

3. ADJOURN TO CLOSED SESSION

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

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

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

Leticia Hernandez,
Director, Human
Resources

February 14, 2018

9.B. Recognize Anna Maria Duke, Instructional Assistant-Special Education, Central School, as National School District Employee of the Month for February 2018.	Vanessa Lerma, Principal, Central School & Brian Clapper, Board Member
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10. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board
President

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11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Betancourt-
Castañeda, Board
President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on January 10, 2018.	Leighangela Brady, Superintendent
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12.A.II. Approve the minutes of the Special Board Meeting held on January 22, 2018.	Leighangela Brady, Superintendent
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12.A.III. Approve the minutes of the Special Joint Board Meeting held on January 30, 2018.	Leighangela Brady, Superintendent
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12.B. Administration - None

Leighangela Brady,
Superintendent

12.C. Human Resources

12.C.I. Ratify/approve recommended actions in personnel activity list.	Leticia Hernandez, Director, Human Resources
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February 14, 2018

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

Leticia Hernandez,
Director, Human
Resources

12.D. Educational Services

12.D.I. Approve application for a State Waiver to decrease the number of days of instruction from 20 (4-hour days) to 15 (5.35-hour days) for the 2017-18 Extended School Year Session.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

12.D.II. Approve Memorandum of Understanding #CT3461 with WestEd for administration of the California Healthy Kids Survey during the 2017-18 school year.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

12.E. Business Services

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

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper and Maria Dalla.

Leighangela Brady,
Superintendent

13.B. Adopt Resolution #17-18.15 regarding absence of Board Member Alma Sarmiento due to illness.

Leighangela Brady,
Superintendent

14. POLICIES, REGULATIONS, BYLAWS

14.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit B).

Leighangela Brady,
Superintendent

14.B. First reading and discussion of Board Policy 5126 and Administrative Regulation 5126.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

15. EDUCATIONAL SERVICES

15.A. Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant services.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

February 14, 2018

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| 15.B. Amend Contract #CT3445 with CraftEd Curriculum LLC to include payment for development of sample Project Based Units of Study. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| 15.C. Approve Memorandum of Understanding #CT3462 with the San Diego Unified School District for participation in Sexual Abuse Treatment Education Prevention Services (STEPS). | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| 15.D. Approve Contract #CT3471 with Brain Learning Incorporated for an Independent Educational Evaluation. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| 15.E. Approve Subscription for Scholastic Storia licenses for District-wide use in English Language Arts materials acquisition trial. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| 15.F. Approve Subscription for Explor-eBook licenses for District-wide use in English Language Arts materials acquisition trial. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| 15.G. Approve Subscription to Goal Book Pathways. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |

16. HUMAN RESOURCES

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| 16.A. Conduct Public Hearing pursuant to Government Code Section 3547 (a) regarding the initial proposal from NCETA to open negotiations for a new three-year agreement beginning in the 2018-19 school year. | Leticia Hernandez, Director, Human Resources |
| 16.B. Amend Student Teaching Agreement #CT805 with San Diego State University and National School District. | Leticia Hernandez, Director, Human Resources |

17. BUSINESS SERVICES

- | | |
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| 17.A. Award Contract #CT3467 to Watkins Environmental, for Asbestos Abatement at the District Office, El Toyon School, Ira Harbison School, John Otis School, and Kimball School. | Christopher Carson, Assistant Superintendent, Business Services |
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February 14, 2018

17.B. Award Contract #CT3468 to SD Remodeling, Inc., for Modular Building Foundation Repairs at Rancho de la Nación School.

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP – None

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

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

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

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

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

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Ms. Leticia Hernandez, Director-Human Resources

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

Agenda Item: **9. PRESENTATIONS**

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

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the January 10, 2018 and January 22, 2018 Governing Board Meetings.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 2/14/18		
Name	Position	Location
Ashlee Alfonso	Instructional Assistant – Special Education	Central School
Ayde Borraz	Instructional Assistant – Special Education	Lincoln Acres School
Martha Carranza	Instructional Assistant – Health Care	Lincoln Acres School
Linda Landry	Instructional Assistant – Special Education	Las Palmas School
Margarita Suarez	Instructional Assistant – Health Care	Palmer Way School
Maria Tantay	Instructional Assistant – Health Care	Preschool Center
Araceli Welch	Administrative Assistant – School	John Otis School

Agenda Item:	9.B. Recognize Anna Maria Duke, Instructional Assistant-Special Education, Central School, as National School District Employee of the Month for February 2018.
Speaker:	Vanessa Lerma, Principal, Central School & Brian Clapper, Board Member
Quick Summary / Abstract:	Central School would like to recognize Anna Maria Duke, Instructional Assistant-Special Education as the Employee of the Month.
Comments:	<p>Children First: Ms. Duke is a very caring person. She really cares about our students' welfare and their future. She is patient and shows compassion for all and is dedicated to providing extra assistance to students who need extra help, keeping them from falling behind. Ms. Duke is very giving of her time and love.</p> <p>Whatever It Takes: Ms. Duke is self-motivated and responsible. If she sees something that needs to be done she takes care of it without being asked. She takes pride in her work and loves working with students. She is open to new ideas and is respected by students, parents, and teachers. Ms. Duke is flexible and a team player. She has worked with our students across classroom settings, and has supported teachers where needed. Ms. Duke frequently volunteers her time whenever help is needed.</p> <p>Relationships Matter: Ms. Duke has been in our district for over 20 years. In that time, she has formed strong bonds with students and staff centered on respect and compassion. She takes the time get to know each student she works with and always ensures that students and teachers are supported.</p> <p>We are so honored and lucky to work with such a hard-working, compassionate, and dedicated person. It is my privilege to recommend Ms. Anna Maria Duke as Employee of the Month. Congratulations, Ms. Duke!</p>

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

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

Speaker: Maria Betancourt-Castañeda, Board President

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

Recommended
Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on January 10, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes - 01/10/2018

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

January 10, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:02 PM:

Present:

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

Absent:

Ms. Alma Sarmiento

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 4:33 p.m.

2. PUBLIC COMMUNICATIONS

Ms. Tamlyn McKean, NCETA, spoke regarding the audit report.

Ms. Christina Benson, NCETA, spoke regarding negotiations.

3. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:40 p.m. to 5:58 p.m.

Board President, Maria Betancourt-Castañeda announced that in closed session, the Governing Board voted unanimously to accept the settlement agreement for case #503926.

Board President, Maria Betancourt-Castañeda announced that in closed session, the Governing Board voted unanimously to accept the settlement agreement between National School District and National City Elementary Teachers Association for case number LACE6162E.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 6:02 p.m.

7. PLEDGE OF ALLEGIANCE

John Otis Student, Alexis Nelson, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Presentation by John Otis School students.

Students from John Otis School gave a presentation on JA BizTown. Board member, Mr. Brian Clapper, presented each of the students with a certificate, book and bookmark

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

Recognized Ms. Maria Medina, John Otis School, as the National School District Volunteer of the Month for January 2018. Principal, Mr. Felipe DeLaPeña, introduced Ms. Medina and commented on her many fine qualities.

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

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

Recognized Mrs. Roxanna Ware, School Psychologist, Kimball School, as the National School District Employee of the Month for January 2018. Principal, Ms. Sonia Ruan, introduced Mrs. Ware and commented on her many fine qualities.

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

9.D. Introduce and welcome the new employees.

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

Board President, Maria Betancourt-Castañeda, presented each new employee with a District pin.

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

Dr. Leighangela Brady gave her mid-year presentation on the progress at National School District.

10. PUBLIC COMMUNICATIONS

Ms. Irma Sanchez, NCETA, deferred her time to Ms. Christina Benson.

Mr. Jonathan Isaacs, NCETA, deferred his time to Ms. Christina Benson.

Ms. Kimberly Carnagey, NCETA, deferred her time to Ms. Christina Benson.

Ms. Diana Whitaker, NCETA, deferred her time to Ms. Christina Benson.

Ms. Elizabeth McEvoy, NCETA, deferred her time to Ms. Christina Benson.

Ms. Tamlyn McKean, NCETA, deferred her time to Ms. Christina Benson.

Ms. Christina Benson, NCETA, spoke regarding negotiations.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda with the exception of items 16.D, 16.E, and 16.F, which will be brought forward at a future meeting Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

12.A. Minutes

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

12.B. Administration

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

12.C. Human Resources

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

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

12.D. Educational Services

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

12.E. Business Services

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

13. GENERAL FUNCTIONS

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

Ms. Christina Benson, NCETA, spoke regarding contract concerns.

Motion Passed: Following discussion, Approve Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services with a correction to the term of the contract to reflect a start date of January 11, 2018 Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

14. EDUCATIONAL SERVICES

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

Motion Passed: Following discussion, Approve Consultant Contract #CT3455 with San Diego County Pathology Services to provide Speech and Language therapy services and assessment to identified students Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Approve Contract #CT3460 with Viator to provide an ADA compliant vessel for the fifth grade Whale Watching field trip Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

15. HUMAN RESOURCES

16. BUSINESS SERVICES

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

Motion Passed: Award Contract #CT3456 to BCK Programs, LLC for Green Consultant Services Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Authorize the Assistant Superintendent of Business Services to enter into an Affiliation Agreement with the Food Science and Human Nutrition Department at Iowa State University with a correction to reflect January 31, 2018 as the starting date Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Approve Continued Delegation of Authority in Regard to Awarding of Emergency Contracts for the Palmer Way flooding, pursuant to Public Contract Code Section 22050 et. seq. Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

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

This item was pulled from the agenda to be brought forward at a future meeting.

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

This item was pulled from the agenda to be brought forward at a future meeting.

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

This item was pulled from the agenda to be brought forward at a future meeting.

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Ms. Dalla thanked Dr. Brady for her informative presentation. She shared how impressed she was with the Winter Music Performance. She wished everyone a Happy New Year.

Mr. Clapper thanked Dr. Brady for her wonderful presentation. He thanked the students for the great presentation. He congratulated the Volunteer of the Month and the Employee of the Month.

Ms. Avalos thanked Dr. Brady for her great presentation. She also thanked the students for their presentation. She wished everyone a Happy New Year.

Ms. Hernandez thanked Dr. Brady for her presentation. She shared that she truly enjoyed the student presentation.

Ms. Jameson-Whitney thanked Dr. Brady for her presentation. She thanked the students for their wonderful presentation. She thanked the Board for their support of the Music Program. She wished everyone a Happy New Year.

Dr. Brady shared that it was an easy task to put the presentation together because of all the hard work people in the District are going. She thanked the Board for empowering the staff. She wished the Board a Happy School Boards Recognition Month. She congratulated BCK on the approval of their contract.

Ms. Betancourt-Castañeda thanked Dr. Brady for her presentation. She thanked the students for their presentation. She congratulated the Volunteer of the Month and the Employee of the Month. She welcomed the new employees. She thanked Mr. Clapper for his efforts in getting free water bottles for students. She shared that she attended the Olivewood School Winter Performance and it was amazing. She wished everyone a Happy New Year.

19. ADJOURNMENT

The meeting was adjourned at 7:44 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on January 22, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Special Board Minutes - 01/22/2018

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

January 22, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:12 PM:

Present:

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

Updated Attendance:

Ms. Barbara Avalos was updated to absent at: 6:14 p.m.

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 5:01 p.m.

2. PUBLIC COMMUNICATIONS

Ms. Tamlyn McKean, NCETA, spoke regarding budget concerns.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 5:00 P.M.

Closed session was held from 5:07 p.m. to 6:11 p.m.

No action was taken in closed session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 6:12 p.m.

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

Mrs. Yvette Olea took roll call.

9. PUBLIC COMMUNICATIONS

None

10. GENERAL FUNCTIONS

10.1. Approve updated job descriptions from the 2016 classification study.

Motion Passed: Approve updated job descriptions from the 2016 classification study. Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

10.2. Adopt Resolution #17-18.14 calling for full and fair funding of California's public schools.

Motion Passed: Adopt Resolution #17-18.14 calling for full and fair funding of California's public schools. Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

11. HUMAN RESOURCES

11.1. Ratify/approve recommended actions in personnel activity list.

Motion Passed: Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. BUSINESS SERVICES

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

Mr. Vinny Grippo gave a presentation of National School District Audit Report and its findings for the 2016-2017 fiscal year.

Motion Passed: Following discussion, Approve National School District Audit Report and its findings for the 2016-2017 fiscal year. Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Approve Integrity Charter School Audit Report and its findings for the 2016-2017 fiscal year. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Accept receipt of Beacon Classical Academy National City Charter School Audit Report and its findings for the 2016-17 fiscal year. Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

13. ADJOURNMENT

The meeting was adjourned at 6:28 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.III. Approve the minutes of the Special Joint Board Meeting held on January 30, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Special Joint Board Minutes - 01/30/2018

SPECIAL JOINT SCHOOL BOARDS MEETING
SWEETWATER UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
UNADOPTED MINUTES

6:00 p.m.

January 30, 2018

Board: Paula Hall •Kevin J. Pike •Nicholas Segura •Arturo Solis •Frank A. Tarantino
Superintendent: Karen Janney Student Board Representative: Isaiah Irizarry

Order of Business

A. OPENING PROCEDURES

1. Call to Order

President Hall called the special joint school boards meeting to order at 6:01 p.m.

2. Roll Call

Board members present were: Sweetwater Union High School District - Kevin J. Pike, Nicholas Segura, Arturo Solis, Frank A. Tarantino, and Karen Janney, superintendent; Chula Vista Elementary School District - Leslie Ray Bunker, Armando Farias, Laurie Humphrey, Eduardo Reyes, Francisco Tamayo, and Eduardo Escobedo, superintendent; National School District - Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper, Maria Dalia, Alma Sarmiento, and Leighangela Brady, superintendent; San Ysidro School District - Marcos Diaz, Rodolfo Linares, Irene Lopez, Antonio Martinez, and Mary Willis, interim superintendent; South Bay Union School District - Elvia Aguilar, Chris Brown, Barbara Elliott-Sanders, Melanie Ellsworth, Cheryl Quinones, and Katie McNamara, superintendent; and Southwestern College - Roberto Alcantar, Griselda Delgado, Norma Hernandez, Tim Nader, Nora Vargas, Kindred Murillo, superintendent, and Rudolph Villegas, student trustee. Rosaleah Pallasique, San Ysidro School District, was absent. Also present was Deanne Vicedo, Clerk of the Board for the Sweetwater Union High School District.

3. Pledge of Allegiance

B. PUBLIC COMMUNICATION ON POSTED ITEMS

The following members of the public addressed items posted for the special meeting: Raquel Maden, Zaneta Encarnacion, Nick Marinovich, Gene Chavira, Christina Benson, and Susan Skala.¹

¹ On board meeting minutes, any public comments, presentations, discussions, or reports will be in summary format. For the full transcript on these items, please refer to the audio clips for the meeting.

C. ACTION/DISCUSSION ITEMS

1. Welcome and Purpose of Meeting

Dr. Karen Janney, Superintendent of the Sweetwater Union High School District, welcomed everyone to the meeting and stated the purpose.

No action was taken.

2. Collaboration Between Districts (Joint Presentation)

Assistant superintendents from the various school districts gave a presentation on collaboration.

No action was taken.

3. Individual Districts' Board President's Comments

The board president from each district gave a brief update regarding their district.

No action was taken.

4. Next Steps

Board members from each district, as desired, provided input on possible next steps.

No action was taken.

D. ADJOURNMENT

The special joint school boards meeting was adjourned at 7:56 p.m.

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

Speaker: Leighangela Brady, Superintendent

Quick Summary / None
Abstract:

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

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

Speaker: Leticia Hernandez, Director, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
February 14, 2018

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

1. Lorraine Atoui	Speech Language Pathologist 6.58 hours per day 185 days per year Ira Harbison School	February 20, 2018	Class I, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
February 14, 2018

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

2. Amanda Flores	Instructional Assistant- Preschool 3 hours per day 210 days per year Kimball School	February 20, 2018	Range 16, Step 1 \$16.63 Hourly Rate	General Fund
3. Hannah Fuentes	Instructional Assistant- Health Care 3 hours per day 210 days per year Kimball School	February 20, 2018	Range 18, Step 1 \$17.49 Hourly Rate	General Fund
4. Vanessa Gutierrez	Office Technician- District Human Resources Department 8 hours per day 12 months per year District Office	February 15, 2018	Range 19, Step 1 \$17.91 Hourly Rate	General Fund

Contract Extension/Change

5. Patricia Ceseña	From Child Nutrition Services Assistant Palmer Way School To Child Nutrition Services Site Manager Lincoln Acres School 7 hours per day 208 days per year	February 15, 2018	Range 20, Step 1 \$18.35 Hourly Rate	General Fund
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Temporary Employment

Leah Simmons	Clerical Assistance for the ELPAC Assessment Team	February 20, 2018 to June 1, 2018	Extra Substitute Clerical \$17.91 Hourly	General Fund
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Unpaid Leave of Absence

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

Speaker: Leticia Hernandez, Director, Human Resources

Attachments:
Resignations/Retirements

Resignations 2/14/18			
Name	Position	Location	Effective Date
Montserrat De Dios	Instructional Assistant – Health Care	Las Palmas School	January 24, 2018
Celeste Andrade Grajeda	Instructional Assistant – Special Education	Kimball School	February 2, 2018
Jessica Romo	Teacher	Kimball School	June 6, 2018
Deborah Rosa	Child Nutrition Services Assistant	Central School	December 15, 2017

Retirements 2/14/18			
Name	Position	Location	Effective Date
Michael J. Monfort	Teacher	Lincoln Acres School	April 30, 2018
Cindy Vasquez	Director of Educational Services	District Office	January 31, 2018

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

Agenda Item: **12.D.I. Approve application for a State Waiver to decrease the number of days of instruction from 20 (4-hour days) to 15 (5.35-hour days) for the 2017-18 Extended School Year Session.**

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

Quick Summary / Abstract: California Code of Regulations (CCR), Title 5, Section 3043(d) requires that a District provide extended school year services (between the close of one academic year and the beginning of the next) to a student who has unique needs and requires special education and related services in excess of the regular academic year. CCR, Title 5 Section 3043(d) requires that the program be provided for a minimum of 20 instructional days, typically for four hours each day for a total of 80 hours of instruction. The term “extended year” as used in this section means the period of time between the close of one academic year and the beginning of the succeeding academic year. The term “academic year” as used in this section means that portion of the school year during which the regular day school is maintained, which period must include not less than the number of days required to entitle the district, special education services region, or county office to apportionments of state funds.

Comments: The term “extended year” as used in this section means the period of time between the close of one academic year and the beginning of the succeeding academic year. The term “academic year” as used in this section means that portion of the school year during which the regular day school is maintained, which period must include not less than the number of days required to entitle the district, special education services region, or county office to apportionments of state funds.

During the past three years extended school year has been established at 15 - 5.35-hour days for a total of 80 instructional hours during the Extended Year School session, instead of a 20-day program with less hours per day.

This structure has helped this program in many ways. There has been a more stable enrollment throughout the shortened amount of days. Also, students who participate in Extended School Year benefit from having a lengthened time of instructional day as it supports the structure of their regular school year programs, maintains educational benefit and provides a learning environment that addresses regression and recoupment of identified students with disabilities. They are able to maintain their schedules associated with Designated Service Providers and educational programming to maximize educational benefit with an educational day that is more closely aligned to the hours of the traditional calendared school days. Due to the current alignment in calendars within the South County, National School District staff that work during the Extended School Year do not get an extended break with the 20-day Extended School Year Calendar as it is currently utilized. There have been times when it is difficult to find staff volunteers to fill the Special Education teaching positions during the summer session when 20 days are required.

With Governing Board approval, National School District will again submit a waiver to the State Board of Education to provide the 15-day, 5.35 hour extended year program.

Agenda Item: **12.D.II. Approve Memorandum of Understanding #CT3461 with WestEd for administration of the California Healthy Kids Survey during the 2017-18 school year.**

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

Quick Summary / Abstract: The California Healthy Kids (CHKS) is an anonymous, confidential survey of youth resiliency, protective factors and risk behaviors. It is administered to students at grades five, seven, nine and eleven. It enables schools and communities to collect and analyze data regarding local youth health risks and behaviors, school connectedness, protective factors, and school violence. Questions ask children about eating habits, school safety and bullying, involvement with school, as well as questions regarding work habits, cigarettes, alcohol and other drugs.

Comments: As the National School District Local Control Accountability Plan (LCAP) has several goals related to student safety and wellness, the survey will be administered on the week of March 12, 2018.

The survey will be administered online, and the Memorandum of Agreement with WestEd details the associated costs as follows:

.40 per student
\$75.00 per school report
\$200.00 per ethnicity report
\$75.00 for raw data

Parent notification of the survey will be sent to parents of fifth grade students at the end of February, 2018. No student will take the survey without parent consent. Parents will have the opportunity to view the survey prior to administration through access on the District website, or hard copy at the school site.

Financial Impact: Contract Costs: Not to exceed \$1,200
Additional Staffing Costs: \$0
Other Costs: \$0
One-time cost
General Fund

Attachments:
CT3461



MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: National School District

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The CSSS should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one CSPS per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the California Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the CalSCHLS website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on February 15, 2018 and expires on August 31, 2018.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

District

Survey Administration Fees 2017-2018

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free Cal-SCHLS Helpline at (888) 841.7536

CHKS	
Survey fee*	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$100 each, comprehensive middle/high schools only
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS	
Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

* If you are a district surveying less than 100 students please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District:

WestEd:

Signature

Printed name

Date

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item:	13. GENERAL FUNCTIONS
Agenda Item:	13.A. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper and Maria Dalla.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>Established in 1976, the National Association of Latino Elected and Appointed Officials (NALEO) whose constituency includes the nation’s more than 6,000 elected and appointed Latino officials.</p> <p>The NALEO Educational Fund is the nation’s leading non-profit organization that facilitates full Latino participation in the American political process, from citizenship to public service. Established in 1981, the NALEO Educational Fund is making significant contributions to the progress of the nation’s 45.5 million Latinos.</p>
Recommended Motion:	Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper and Maria Dalla.
Financial Impact:	<p>Contract Costs: \$400</p> <p>Additional Staffing Costs: \$0</p> <p>Other Costs: \$0</p> <p>Annual Cost</p> <p>General Fund</p>

Agenda Item: **13.B. Adopt Resolution #17-18.15 regarding absence of Board Member Alma Sarmiento due to illness.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Alma Sarmiento was absent from the Regular Board meeting held on January 10, 2018, 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.

Attachments:
Resolution #17-18.15

National School District

Resolution

#17-18.15

Absence of Board Member Alma Sarmiento 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 Alma Sarmiento was absent from the Regular Board meeting held on January 10, 2018, due to illness and shall receive the maximum monthly compensation for January 2018.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 14th day of February 2018 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:	14. POLICIES, REGULATIONS, BYLAWS
Agenda Item:	14.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit B).
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.
Comments:	<p>In 2017-18, National School District began a comprehensive review of all of its policies. Because of the large volume of policies (more than 650), this process was divided into three parts:</p> <p>Part 1: Administrative Policies and Board Bylaws Part 2: Students and Instruction Part 3: Business and Noninstructional Operations, Personnel, and Facilities</p> <p>Suggested policy revisions and updates for Part 1: Administrative Policies and Board Bylaws were presented to the Governing Board for first reading during a Special Board meeting held on February 8, 2017, and adopted by the Governing Board on February 22, 2017.</p> <p>Suggested policy revisions and updates for Part 2: Students and Instruction (along with ongoing updates for Administrative Policies and Board Bylaws) were presented to the Governing Board for first reading during a Regular Board meeting held on July 12, 2017 (See Exhibit C), discussed during a Board workshop on September 13, 2017 and adopted by the Governing Board on October 11, 2017.</p> <p>Suggested policy revisions and updates for Part 3: Business and Noninstructional Operations, Personnel, and Facilities (along with ongoing updates) are now being brought forward for a first reading.</p>
Attachments:	Exhibit B

Agenda Item: **14.B. First reading and discussion of Board Policy 5126 and Administrative Regulation 5126.**

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

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

Attachments:
BP/AR 5126

Awards For Achievement

BP 5126

Students

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Biliteracy Awards

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English.

Bilingual Service Award:

The Bilingual Service Award is an award that encourages students along the path of bilingualism. To be awarded the Bilingual Service and Participation Award at the end of 6th grade, students must complete the following:

- 1. An oral presentation in English and Another Language (ex. science fair)*
- 2. A project on what contributions and or improvements they can make to their community and their world using their bilingualism or bilingual skills.*
- 2. Minimum of ten hours of bilingual school/community service (ex. Serving as a bilingual ambassador for visitors to the school, reading books to primary students, etc.).*

Biliteracy Attainment Award:

The Biliteracy Attainment Award is an award designed to celebrate attainment of age-appropriate biliteracy. To be awarded the Biliteracy Attainment Award at the end of 6th grade, students must complete the following:

- 1. Successful participation in the Dual Language Program or other district offered World Language Program.***
- 2. Attainment of adequate proficiency in English as measured by an approved district assessment***
- 3. Demonstration of proficiency in a world language, other than English, as measured by an approved district assessment***
- 4. Score proficient on an oral presentation in English and Another Language (ex. science fair), using their bilingualism or bilingual skills as measured by a district approved rubric***
- 5. Score proficient on a project on what contributions and or improvements they can make to their community and their world as measured by a district approved rubric***
- 6. Minimum of ten hours of bilingual school/community service (ex. Serving as a bilingual ambassador for visitors to the school, reading books to primary students, etc.).***

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Biliteracy

52164.1 Assessment of English language skills of English learners

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

11510-11516 California English Language Development Test

Management Resources:

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Californians Together: <http://www.californianstogether.org>

Awards for Achievement

AR 5126

Students

District/School Awards

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, teachers, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

(cf. 1220 - Citizen Advisory Committees)

Individual awards in excess of \$200 must be expressly approved by the Governing Board. (Education Code 44015)

Bilingual Service Award:

The Bilingual Service Award is an award that encourages students along the path of bilingualism. To be awarded the Bilingual Service and Participation Award at the end of 6th grade, students must complete the following:

- 3. An oral presentation in English and Another Language (ex. science fair)**
- 3. A project on what contributions and or improvements they can make to their community and their world using their bilingualism or bilingual skills.**
- 4. Minimum of ten hours of bilingual school/community service (ex. Serving as a bilingual ambassador for visitors to the school, reading books to primary students, etc.).**

Biliteracy Attainment Award:

The Biliteracy Attainment Award is an award designed to celebrate attainment of age-appropriate biliteracy. To be awarded the Biliteracy Attainment Award at the end of 6th grade, students must complete the following:

- 7. Successful participation in the Dual Language Program or other district offered World Language Program.**
- 8. Attainment of adequate proficiency in English as measured by an approved district assessment**
- 9. Demonstration of proficiency in a world language, other than English, as**

measured by an approved district assessment

10. Score proficient on an oral presentation in English and Another Language (ex. science fair), using their bilingualism or bilingual skills as measured by a district approved rubric

11. Score proficient on a project on what contributions and or improvements they can make to their community and their world as measured by a district approved rubric

12. Minimum of ten cumulative hours of bilingual school/community service during grades 3-6 (ex. Serving as a bilingual ambassador for visitors to the school, reading books to primary students, etc.).

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Biliteracy Awards, and/or any district awards programs to students at the applicable grade levels.

(7/04 3/09) 3/12

Agenda Item:	15. EDUCATIONAL SERVICES
Agenda Item:	15.A. Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant services.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Specialized Therapy Services is a local staffing agency that has provided services to our district for a variety of needs in the past. The amendment to the contract increases the cost from \$10,000 to \$35,000 for the 2017-2018 school year.
Comments:	Due to unexpected staffing situations, there has been an unforeseen need for services to cover evaluations and to assist with report writing. Because the positions were not filled earlier in the year as was anticipated, there is a need to increase the contract. Specialized Therapy Services has been able to provide emergency services to cover these needed services as well as to provide a Speech Language Pathologist Assistant (SLPA) to support the personnel shortage on an hourly basis.
Recommended Motion:	Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant services.
Financial Impact:	Original Contract costs: \$10,000 Augmented Contract costs: \$25,000 Total Amended Contract costs \$35,000 Additional Staffing costs: \$0 Other costs: \$0 Annual Cost Special Education Funds
Attachments:	CT3399

[01 - 00]-[6500 - 000]-[5770]-[3150]-[1100 - 000]-[022]
Fund Res Goal Function Object School

Contract No. CT3399/Amended

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

Specialized Therapy Services 4204-A Adams Ave
Contractor Taxpayer ID Number Mailing Address

San Diego CA 92116, 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 Speech and Language Therapy/Psychology services to identified students.

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

2. Term. Contractor shall commence providing services under this Agreement on August 24, 2017, and will diligently perform as required and complete performance by June 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-Five thousand Dollars (\$35,000.00). District shall pay Contractor according to the following terms and conditions:
Agency will invoice the District

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

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

None

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

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

N/A

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

8. Confidentiality and Use of Information.

- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent 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 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: Meghann O'Connor
 1500 N Avenue
 National City, CA 91950

For Contractor: Steven Oas
 Specialized Therapy Services
 4204-A Adams Ave
 San Diego CA 92116

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 15 day of February, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assist. Supt. Business Services/Superintendent

Title

Board Approval Date: 2/14/18

Signature of Authorized Agent

Steven Oas

Typed Name

Social Security or Taxpayer I. D. No.

(619) 431-5049

(Area Code) Telephone Number

Agenda Item: **15.B. Amend Contract #CT3445 with CraftEd Curriculum LLC to include payment for development of sample Project Based Units of Study.**

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

Quick Summary / Abstract: On November 8, 2017, the Governing Board approved Contract CT3445 with CraftEd Curriculum LLC to provide training on Project Based Learning (PBL) for National School District teachers of Gifted Students.

Because the National School District English Language Arts Units of Study include Engaging Learning Experiences which form a backbone for PBL, Educational Services would like CraftEd to enhance three of the current Units of Study, (Unit 3 for grades 4, 5, and 6) as exemplars for teacher planning. CraftEd will add math, science, and social studies standards to the current Engaging Learning Experiences.

Comments: With the addition of the enhanced Units of Study, Jennifer Pieratt will be able to target the professional learning and coaching included in this contract to align with authentic National School District curriculum. As teachers learn about PBL, Jennifer Pieratt will use enhanced Units of Study to demonstrate how to extend learning thematically for Gifted Students.

Recommended Motion: Amend Contract #CT3445 with CraftEd Curriculum LLC to include payment for development of sample Project Based Units of Study.

Financial Impact: Original Contract costs: \$9,200
Augmented Contract costs: \$8,200
Total Amended Contract costs \$17,400
Additional Staffing costs: \$0
Other costs: \$0
One time cost
Educator Effectiveness Funds

Attachments:
CT3445

[01 - 00]-[6264 - 000]-[1110]-[1000]-[5800 - 000]-[020]
Fund Res Goal Function Object School

Contract No. CT3445 - Amended

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

CraftEd Curriculum, LLC 1832 Dora Drive

Contractor	Taxpayer ID Number	Mailing Address
<u>Cardiff</u>	<u>CA</u>	<u>92007</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Amend, up to \$17,400. \$8,200 for enhancement to English Language Arts Units CraftEd Curriculum, LLC will provide a 3-Day Project Base Learning (PBL) GATE Workshop; Day 1: 8:00am - 3:00pm - Setting the stage for DL for ALL (the why),
Defining HQpbl, Project 101 framework integrating district tasks - RCD Units of Study/Data Teams, Project Pruning; Day 2: 8:00am-3:15pm - Nuances of Deeper Learning, Collaboration for equity Agency Differentiation,
Best practices in Project Based Learning, Carousel feedback; Day 3: 8:00am - 12:00pm - PBL 2.0 designing assessment leveraging feedback supported work time.

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

2. Term. Contractor shall commence providing services under this Agreement on January 9, 2018, and will diligently perform as required and complete performance by June 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seventeen Thousand Four Hundred & 00/100 Dollars (\$ 17,400.00). District shall pay Contractor according to the following terms and conditions:

3 Day Project Based Learning GATE Workshop - \$8000.00; Individual Teacher and GATE Reimaging \$1,200.00.(Participants will learn about Experiential Learning Cycle, including interactive dialogue and

processing; introduction to new tools, ideas and strategies; hands on, learn by doing via simulation and meta debrief; time for application and planning; collegial feedback and reflection; and coaching)

Vendor to submit invoice to Business Services for payment.

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

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

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

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

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: 1832 Dora Drive
Cardiff, CA 92007

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 15 day of February, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assistant Superintendent, Business Services

Title

Signature of Authorized Agent

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: February 14, 2018

(Area Code) Telephone Number

Agenda Item: **15.C. Approve Memorandum of Understanding #CT3462 with the San Diego Unified School District for participation in Sexual Abuse Treatment Education Prevention Services (STEPS).**

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

Quick Summary / Abstract: Provides intensive day treatment mental health services for male adolescents ages 12-18 with sexually abusive behavior problems. Clients participate in treatment five days a week. Clients attend school on site through the San Diego Unified School District.

Comments: In the event that there was a male or female adolescent student in National School District would need of placement within the STEPS program, the MOU would facilitate placement based criteria through the San Diego Unified School District and San Diego County Mental Health for specified sexually abusive behavioral problems.

Recommended Motion: Approve Memorandum of Understanding #CT3462 with the San Diego Unified School District for participation in Sexual Abuse Treatment Education Prevention Services (STEPS).

Financial Impact: No fiscal impact

Attachments:
CT3462

J.15.
9/26/17

PS-18-0312-18

**AGREEMENT BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT,
MENTAL HEALTH SYSTEMS, AND LOCAL EDUCATION AGENCIES IN
SAN DIEGO COUNTY**

This Agreement ("Agreement") is entered into by and between the San Diego Unified School District (SDUSD), located at 4100 Normal Street, San Diego, California 92103, hereinafter referred to as "District"; Mental Health Systems, hereinafter referred to as "MHS" and the following Local Education Agencies in San Diego County:

Alpine Union, Bonsall Union, Borrego Springs Unified, Cajon Valley, Cardiff, Carlsbad Unified, Chula Vista Unified, Coronado Unified, Dehesa, Del Mar Union, Encinitas Union, Escondido Union Elementary, Escondido Union High, Fallbrook Union Elementary, Fallbrook Union High, Grossmont High, Jamul-Dulzura Union, Julian Union, Julian Union High, La Mesa-Spring Valley, Lakeside Union, Lemon Grove, Mt. Empire Unified, National, Oceanside Unified, Poway Unified, Ramona Unified, Rancho Santa Fe, San Dieguito Union High, San Marcos Unified, San Pasqual, San Ysidro, Santee, Solana Beach, South Bay Union, Spencer Valley, Sweetwater Union, Vallecitos, Valley Center-Pauma,

hereinafter referred to as "LEA" or "LEAs"; and collectively referred to as the "Parties."

RECITALS

WHEREAS, MHS provides an intensive 230 day therapeutic STEPS Program ("MHS STEPS") to young males age 12 to 18, and in grades 6 through 12, through an agreement between MHS and San Diego County Behavioral Health Services (SDCBHS); and

WHEREAS, District operates a traditional calendar 180 school day program and summer school/Extended School Year ("ESY") at MHS STEPS ("School Program") to educate students while placed in MHS STEPS by SDCBHS; and

WHEREAS, the LEAs desire to have their students receive educational services in School Program from the District while the students are placed at MHS STEPS by SDCBHS, Probation and/or HHSA; and

WHEREAS, District has staff that is specially trained and possess the necessary skills, experience, education and competency, and licenses or credentials to perform the required educational services of School Program.

NOW, THEREFORE, District, MHS, and LEAs do mutually agree as follows:

I. TERM

The term of this Agreement shall commence on August 1, 2017 and shall end on July 31, 2019.

II. RESPONSIBILITIES OF DISTRICT

District will:

- A. Operate School Program for eligible students ages 12 to 18 and in grades 6 through 12. The School Program will operate on the District's traditional calendar of 180 instructional days and 29 summer school/ESY days.
- B. Provide certificated staff as appropriate who will be responsible for the daily supervision of the School Program.
- C. Ensure teachers and paraprofessionals assigned to School Program have appropriate credentials and background checks consistent with District employment requirements and the California Education Code.
- D. Collaborate with LEAs regarding request for academic records and information, and special education referrals and assessments for students attending School Program.
- E. Provide all instructional curriculum and related materials following the District's designated course of study for all students in School Program.
- F. Provide the following District staff:
 - a. Enrollment clerk to handle enrollment of students and processing of student records;
 - b. School psychologist for school assessments including special education assessments and attendance at Individualized Education Program (IEP) team meetings;
 - c. Designated Instructional Services (DIS) personnel as needed according to individual student IEPs;
 - d. District budget department staff to process interagency transfer and billing information for students enrolled in School Program; and
 - e. District administrator to oversee operations of School Program.
- G. Collaborate with MHS regarding the School Program to discuss and address issues and concerns as soon as possible.
- H. Provide written notification to the LEA when student from the respective LEA is expected to enroll in the School Program. Notification will be provided at least 10 business days prior to student's expected start date at School Program. The Acknowledgement of Student Enrollment in STEPS (Attachment A) form will be used to notify the LEA.
- I. Upon receipt, provide MHS STEPS with a copy of signed Acknowledgement of Student Enrollment in STEPS from LEAs to notify MHS STEPS of LEAs acceptance of student to enroll in School Program.
- J. Provide LEAs with key school contacts including school administrator, transportation contact, school counselor, and special education case manager, as applicable.

- K. Provide education services, including the delivery of special education services, for students enrolled in School Program.
- L. Except for services described in Section II.N. and transportation services described in Section III.C. below, District agrees to assume responsibility for provision of special education services to students during their time of enrollment in School Program.
- M. Provide respective LEA's Director of Special Education with written notification of scheduled Individualized Education Program (IEP) team meetings for their students.
- N. Provide written notification to LEA's when SDCBHS places a student at STEPS whose IEP requires services District is unable to provide.
- O. In collaboration with LEA, participate in transition planning for student's return to LEA, if applicable.
- P. In accordance with STEPS Payment Schedule (Attachment C), invoice LEA for each academic semester or summer school/ESY term in which student was educated by District for period of five days or more.
- Q. Within 8-10 business days of District's receipt from MHS of notification of scheduled release, District will notify LEA by sending the "Notification of Student Exit from MHS STEPS and Return to Local Education Agency" (Attachment D).
- R. Provide respective LEA with student's exiting grades, course completion information, and current Individualized Education Program (IEP), if applicable.

III. RESPONSIBILITIES OF LEA

Upon notification of student enrollment in STEPS, LEA shall perform the following services:

- A. Approve the Acknowledgement of Student Enrollment in STEPS (Attachment A), sign and return to District within 10 business days of receipt.
 - a. Provide written statement and the unsigned Acknowledgement of Student Enrollment in STEPS to the District if the LEA does not desire the student to enroll in the School Program.
- B. Submit completed STEPS Transportation Plan (Attachment B) to DISTRICT within 10 business days.
- C. Provide adequate student transportation to and from STEPS for 230 school days per academic year when student is enrolled in STEPS.
- D. Provide District with the student's educational records including special education records, if applicable.
- E. Participate in transition planning for student's possible return to LEA at the end of the School Program and/or MHS STEPS.
- F. In accordance with the Payment Schedule for Education Support Fee (Attachment C), within 30 days of receipt of invoice from the District, reimburse the District an Education Support Fee provided during the student's enrollment in School Program.

IV. RESPONSIBILITIES OF MHS

- A. Provide adequate classroom space and utilities in compliance with state and District guidelines at no cost to the District or LEAs.
- B. Cooperate with District administration and staff assigned to School Program and adheres to all District enrollment, educational, and disciplinary procedures, as applicable unless MHS or County of San Diego policy supersedes District disciplinary procedures. All parties will operate in accordance with California Education Code and Federal Code Regulations.
- C. Notify District School Program administrator(s) of any MHS STEPS activities/events which may have an impact on School Program and its staff and students.
- D. Collaborate with District School Program administration(s) to discuss and address issues and concerns as soon as possible.
- E. Include a District School Program enrollment letter in MHS STEPS' intake packet and inform School Program classroom teacher(s).
- F. Provide written notification to District at least 10-12 business days before a new student is expected to begin attendance in the school program at STEPS.
 - a. Include in written notification to District identifying agency or person referring student to MHS STEPS.
- G. Provide written notification to District of a student's scheduled release date from MHS STEPS within 10 business days of scheduled release date.
- H. Participate in collaborative transition planning with DISTRICT and LEA for students preparing to return to LEA.

V. COMPENSATION

LEA shall pay District an Education Support Fee for each student from the LEA enrolled in MHS STEPS for a period of five days or more. The Education Support Fee will be charged at the following rates:

2017-18 School Year

San Diego Unified Fall academic semester	\$ 7,570.00
San Diego Unified Spring academic semester	\$ 7,570.00
San Diego Unified Summer School	\$ 3,000.00

2018-19 School Year

San Diego Unified Fall academic semester	\$ 7,950.00
San Diego Unified Spring academic semester	\$ 7,950.00
San Diego Unified Summer School	\$ 3,000.00

District will invoice LEA at the end of each academic semester and at the end of the summer school/ESY session. LEA's will provide payment to the District within 30 calendar days following receipt of District invoice.

VI. CONFIDENTIALITY OF STUDENT DATA

The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the School Program at MHS STEPS, and of their parents, are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations of this Agreement. The Parties agree to ensure necessary release are in place and signed by enrolled students' parents/guardians prior to releasing student information that is otherwise not disclosable between the Parties.

VII. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the DISTRICT's governing board.

VIII. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. In the event a LEA gives notice of termination, any students enrolled in School Program will be dis-enrolled and the LEA of student's residence will assume full responsibility for educational services to student(s).

IX. INDEPENDENT CONSULTANT

MHS is, for all purposes arising under this Agreement, an Independent Consultant. No Officer, agent or employee of consultant or District or LEA shall be deemed an officer, agent or employee of the other party. Neither consultant nor District nor LEA, nor any officer, agent or employee thereof, shall be entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

X. ASSIGNMENT

MHS, District and LEA may not assign or transfer any interest in this Agreement without the prior written consent of the other parties.

XI. INDEMNIFICATION

- A. District agrees to defend, indemnify and hold harmless the LEAs and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the District or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by District during performance of this Agreement.
- B. LEAs agree to defend, indemnify and hold harmless the District and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the LEAs or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by LEAs during performance of this Agreement.
- C. MHS agrees to defend, indemnify and hold harmless the District and LEAs, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of MHS or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by MHS during performance of this Agreement.
- D. In the event any Claim covered by this Agreement arises from the acts or omissions of the Parties, each Party shall be liable to the other in proportion to its respective fault.

XII. NOTICES

Any notice permitted or required under the provisions of this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

MENTAL HEALTH SYSTEMS:

Kevin Stafford
4660 Viewridge Avenue
San Diego, CA 92123
(858) 565-2510
kstafford@mhsinc.org

SAN DIEGO UNIFIED SCHOOL DISTRICT:

Jennifer Coronel, Program Manager
Children & Youth in Transition
San Diego Unified School District
4100 Normal St., Annex 14
San Diego, CA 92103

(619) 725-7652

jcoronell@sandi.net

XIII. CONTRACT DOCUMENTS

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents:

- Attachment A: Notification & Acknowledgement of Student Enrollment in MHS Program
- Attachment B: Transportation Plan for Student
- Attachment C: Payment Schedule for Education Support Fee for Students Enrolled in San Diego Unified Program
- Attachment D: Notification of Student Exit from MHS Program and Return to Local Education Agency

XIV. INSURANCE

Without limiting the mutual indemnification obligations of and between each party to this Agreement, District, MHS and LEAS shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any renewal thereof, the following insurance coverage: Commercial General Liability, Professional Liability including Abuse & Molestation, Automobile Liability, and Workers Compensation/Employers Liability insurance sufficient to protect the District, MHS and LEAS from all claims for personal and bodily injury, including death, as well as from all claims for property damage arising from the operations under this Contract. Said insurance shall be provided by an admitted California insurer, which is rated at least A-, VII by the current A.M. Best Key Rating Guide. Exception may be made for the State Compensation Fund when not specifically rated. If coverage is provided by a non-admitted carrier, the insurer must be included in the current California List of Approved Surplus Lines Insurers (LASLI list) and otherwise meet all rating requirements.

Minimum Limits of Insurance:

1. General Liability (Products/Completed Operations):
 - Per Occurrence\$2,000,000
 - Aggregate\$4,000,000

If Abuse and Molestation coverage is included under General Liability, coverage shall be to the full policy limits.
2. Workers' Compensation:
 - Statutory limits and Employer's Liability with limits of\$1,000,000
3. Auto Liability (per accident required):
 - Combined single limits, per accident for Owned, Non-Owned, Hired vehicles

("any" auto).....\$1,000,000
 If students will be transported, enhanced limits of\$5,000,000

4. Professional Liability:
- | | |
|---------------------|-------------|
| Per Occurrence..... | \$1,000,000 |
| Aggregate..... | \$2,000,000 |

If Abuse and Molestation coverage is included under Professional Liability, coverage shall be to the full policy limits.

Evidence of the aforementioned insurance policies shall be provided to any Party to this Agreement upon request by a named Party.

XV.

TUBERCULOSIS TESTING

MHS and District shall ensure that their respective employees or subcontractors working at School Program have provided a tuberculosis (TB) certificate of clearance prior to commencing initial employment. MHS and District shall not place any employee or subcontractor at School Program without a valid TB certificate on file showing that the employee or subcontractor was examined and found to be free from active TB, as defined in California Education Code Section 49406.1(a).

XVI.

FINGERPRINT CLEARANCE

In accordance with California Education Code Section 45125.1, MHS and District shall ensure that their respective employees and subcontractors working at School Program have obtained fingerprint background clearance through the California Department of Justice screening process. MHS and District will ensure that their respective subcontractors will not place any person at School Program who has a conviction of a serious or violent felony as defined in Education Code Section 44830.1 (c) (1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined in Education Code Section 44011.

XVII.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the District and the MHS with respect to its subject matter, and supersedes all prior or contemporaneous agreement, representatives and understandings.

XVIII.

SEVERABILITY


If any of the provisions of this Agreement are held invalid under the law, such invalidity shall not affect the remainder of the Agreement.

XIX. **EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns; (b) is for the sole benefit of the District, LEAs and MHS, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement; (c) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) shall be constructed and enforced in accordance with the laws of the State of California, and; (e) has been executed at San Diego, California, as of the last date set forth below.

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

MENTAL HEALTH SYSTEMS


By: 
(signature)

Name: James C. Callaghan Jr.
(typed or printed name)

Title: President & CEO

Date: 08/27/2017

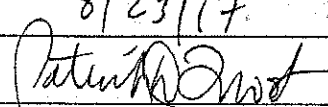
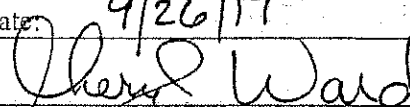
SAN DIEGO UNIFIED SCHOOL DISTRICT

By: 
(signature)

Name: W. Drew Rowlands
(typed or printed name)

Title: Strategic Sourcing and Contracts Officer
or designee

Date: 9/29/17

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
Date: <u>8/23/17</u>	Date: <u>9/26/17</u>
<u></u> Patrick D. Frost, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	<u></u> Cheryl Ward, Board Action Officer SAN DIEGO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

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

ALPINE UNION

By (authorized signature)

Name (Type or print)

Title

Date

BORREGO SPRINGS UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

CARDIFF

By (authorized signature)

Name (Type or print)

Title

Date

BONSALL UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

CAJON VALLEY UNION

By (authorized signature)

Name (Type or print)

Title

Date

CARLSBAD UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

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

CHULA VISTA ELEMENTARY

By (authorized signature)

Name (Type or print)

Title

Date

DEHESA

By (authorized signature)

Name (Type or print)

Title

Date

EL DORADO COUNTY CHARTER SELPA

By (authorized signature)

Name (Type or print)

Title

Date

CORONADO UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

DEL MAR UNION

By (authorized signature)

Name (Type or print)

Title

Date

ENCINITAS UNION

By (authorized signature)

Name (Type or print)

Title

Date

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

ESCONDIDO UNION

By (authorized signature)

Name (Type or print)

Title

Date

ESCONDIDO UNION HIGH

By (authorized signature)

Name (Type or print)

Title

Date

FALLBROOK UNION

By (authorized signature)

Name (Type or print)

Title

Date

FALLBROOK UNION HIGH

By (authorized signature)

Name (Type or print)

Title

Date

GROSSMONT UNION HIGH

By (authorized signature)

Name (Type or print)

Title

Date

JAMUL-DULZURA UNION

By (authorized signature)

Name (Type or print)

Title

Date

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

JULIAN UNION

By (authorized signature)

Name (Type or print)

Title

Date

LA MESA-SPRING VALLEY

By (authorized signature)

Name (Type or print)

Title

Date

LEMON GROVE

By (authorized signature)

Name (Type or print)

Title

Date

JULIAN UNION HIGH

By (authorized signature)

Name (Type or print)

Title

Date

LAKESIDE UNION

By (authorized signature)

Name (Type or print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

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

NATIONAL

By (authorized signature)

Name (Type or print)

Title

Date

POWAY UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

RANCHO SANTA FE

By (authorized signature)

Name (Type or print)

Title

Date

OCEANSIDE UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

RAMONA UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

SAN DIEGUITO UNION HIGH

By (authorized signature)

Name (Type or print)

Title

Date

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

SAN MARCOS UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

SAN YSIDRO

By (authorized signature)

Name (Type or print)

Title

Date

SOLANA BEACH

By (authorized signature)

Name (Type or print)

Title

Date

SAN PASQUAL UNION

By (authorized signature)

Name (Type or print)

Title

Date

SANTEE

By (authorized signature)

Name (Type or print)

Title

Date

SOUTH BAY UNION

By (authorized signature)

Name (Type or print)

Title

Date

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

SPENCER VALLEY

By (authorized signature)

Name (Type or print)

Title

Date

VALLECITOS

By (authorized signature)

Name (Type or print)

Title

Date

VISTA UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

SWEETWATER UNION HIGH

By (authorized signature)

Name (Type or print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date

WARNER UNIFIED

By (authorized signature)

Name (Type or print)

Title

Date



San Diego Unified
SCHOOL DISTRICT

Jennifer Coronel, Program Manager
Children & Youth In Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7054 Fax: (619) 725-7652
jcoronel1@sandi.net

ATTACHMENT A.

**Notification & Acknowledgement of Student Enrollment
in San Diego Unified School Program at Mental Health System (MHS) Program**

Date: _____

Dear _____:

The purpose of this letter is to provide notice that a student from your district/LEA will be enrolled in and receive educational services from San Diego Unified School District during the student's placement at MHS Program and to request district/LEA acknowledgement of responsibility for the education support fee and student transportation.

In accordance with the Agreement dated _____ between San Diego Unified, MHS, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is enrolled in the school program at MHS Program.

Upon notification, participating LEAs agree to sign the **Acknowledgement of Student Enrollment in MHS Program**, acknowledging financial responsibility for each student who is a resident of the participating LEA and who is otherwise the responsibility of the respective LEA.

Education Support Fee. Participating LEAs agree to reimburse San Diego Unified an Education Support Fee of \$7,570.00 per academic semester and \$3,000.00 for extended school year (ESY), totaling \$18,140 per student, for the 2017/2018 school year, and \$7,950.00 per academic semester and \$3,000.00 for extended school year (ESY), totaling \$18,900 for the 2018/2019 academic school for each student from the respective LEA who attends the MHS Program School. San Diego Unified will bill participating LEAs at the end of each semester only for those students enrolled 5 or more days each semester, payable within 30 days.

Transportation. Participating LEAs agree to provide transportation, as appropriate, to their respective resident students for 203 days per year for student participation in the MHS Program. San Diego Unified agrees to provide extended school year (ESY) services during the traditional school year summer break to eligible students.

If you have any questions regarding this notification, you may contact Jennifer Coronel, Program Manager, at 619-725-7054 or by email, jcoronel1@sandi.net.



San Diego Unified
SCHOOL DISTRICT

Jennifer Coronel, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7054 Fax: (619) 725-7652
jcoronel1@sandi.net

**Acknowledgement of Student Enrollment in San Diego Unified School District
and Mental Health Services (MHS) Program**

TO: Jennifer Coronel, Program Manager, Children & Youth in Transition

FROM:

Student Information:

Student

Date of Birth

Student Address

Parent/Guardian

Start date at MHS
PROGRAM

Parent/Guardian Phone

Statement of Acknowledgement

I acknowledge that the LEA/District of Residence have been notified that the student named above will be enrolled in and receive educational services from San Diego Unified School District during the student's placement at MHS Program. In addition, the LEA acknowledges the financial responsibility of the LEA for this student who is otherwise the responsibility of San Diego Unified School District.

Local Education Agency

San Diego Unified School District

X

X

Representative, LEA/District of Residence

Representative, San Diego Unified School District

Print Name: _____

Print Name: Jennifer Coronel

Title: _____

Title: Program Manager

Date Signed: _____

Date Signed: _____



San Diego Unified
SCHOOL DISTRICT

Jennifer Coronel, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7054 Fax: (619) 725-7652
jcoronel1@sandi.net

ATTACHMENT B.

**Transportation Plan for Student
in San Diego Unified School Program at Mental Health System (MHS) PROGRAM**

Date: _____

LEA: _____

Student Information:

Student

Date of Birth

Student Residence

Parent/Guardian

Start date at MHS
PROGRAM

Parent/Guardian Phone

The LEA will make arrangements for the above student to receive up to 230 days of transportation for to and from the school located at the MHS Program. The student is required to be at the MHS Program from 8:00 a.m. – 3:00 p.m.

Please describe the type of transportation that LEA will provide:

Transportation Plan (type, schedule): _____

Start Date of Transportation: _____

Name of LEA Contact for Transportation: _____

Title: _____

Phone: _____ Email: _____



San Diego Unified
SCHOOL DISTRICT

Jennifer Coronel, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7054 Fax: (619) 725-7652
jcoronel1@sandi.net

ATTACHMENT C.

Payment Schedule for Education Support Fee for Students

Enrolled in San Diego Unified School Program at Mental Health System (MHS) PROGRAM

In accordance with the Agreement dated _____ between San Diego Unified, Mental Health Services (MHS), and LEAs in San Diego County, the LEA shall pay San Diego Unified School District an Education Support Fee for each student from the LEA enrolled in MHS Program for a period of five days or more within a semester or summer school session. The Education Support Fee will be charged at the following rates:

2017/2018 PRICING

Semester/Summer	Amount	Approximate Invoice Date
San Diego Unified Semester 1 (Fall)	\$7,570.00	January 30, 2018
San Diego Unified Semester 2 (Spring)	\$7,570.00	June 30, 2018
San Diego Unified Summer School (Summer/Extended School Year)	\$3,000.00	August 30, 2018

2018/2019 PRICING

Semester/Summer	Amount	Approximate Invoice Date
San Diego Unified Semester 1 (Fall)	\$7,950.00	January 30, 2019
San Diego Unified Semester 2 (Spring)	\$7,950.00	June 30, 2019
San Diego Unified Summer School (Summer/Extended School Year)	\$3,000.00	August 30, 2019



San Diego Unified
SCHOOL DISTRICT

Jennifer Coronel, Program Manager
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4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7054 Fax: (619) 725-7652
jcoronel1@sandi.net

ATTACHMENT D.

**Notification of Student Exit from Mental Health System (MHS) Program and
Return to Local Education Agency**

[Date]

Dear _____:

The purpose of this letter is to provide notice that the student listed below is expected to be exited from the MHS Program in the near future and return to your local education agency. To assist in a smooth transition, educational records are attached.

Student Information:

Student _____ Date of Birth _____

Student Address _____ Grade _____

Parent/Guardian Phone _____

Start Date at _____ Anticipated Exit Date
[Program] _____ from [Program] _____

In accordance with the Agreement dated _____ between San Diego Unified, MHS, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is enrolled in the school program at MHS Program and will send any transcripts, [grades, and special education records resulting from their educational program while at MHS Program.

Attached please find the following documents:

_____ Academic Grades/Course Completion Record inclusive of these dates: _____ to _____

_____ Current Individualized Education Program (IEP), if applicable

_____ Other: _____

The San Diego Unified contact person for information regarding educational records and educational planning for this student is:

Name

Title

Telephone

Email

If you have any questions regarding this notification, you may contact Jennifer Coronel, Program Manager at 619-725-7054 or by email, jcoronel1@sandi.net.

Agenda Item:	15.D. Approve Contract #CT3471 with Brain Learning Incorporated for an Independent Educational Evaluation.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	In accordance with settlement agreement for claim #5001/3433, National School District has received two requests for Independent Psycho-Educational Evaluations by an outside agency.
Comments:	<p>A professional independent educational evaluation (IEE) is an evaluation conducted by a qualified examiner who is not employed by the school district or other public agency responsible for the education of the student in question.</p> <p>Dr. R. Haytansghin, of Brain Learning Incorporated, is not currently on our approved contract list for this service, therefore we are asking for approval of this contract in order to satisfy the conditions of the settlement agreement.</p>
Recommended Motion:	Approve Contract #CT3471 with Brain Learning Incorporated for an Independent Educational Evaluation.
Financial Impact:	<p>Contract costs: Not to exceed \$7,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>Special Education Funds</p>
Attachments:	CT3471

Fund	Res	Goal	Function	Object	School
------	-----	------	----------	--------	--------

Contract No. CT #3471

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

Brain Learning 8414 Lemon Ave, Ste B

Contractor

Taxpayer ID Number

Mailing Address

La Mesa CA 91941, 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 (2) Educational Evaluations.

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

2. Term. Contractor shall commence providing services under this Agreement on March 1, 2018, and will diligently perform as required and complete performance by June 15, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven Thousand & 00/100 Dollars (\$7,000.00). District shall pay Contractor according to the following terms and conditions: Brain Learning will invoice National School District.

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

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
None

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

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

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: Meghann O'Connor
 1500 N Avenue
 National City, CA 91950

For Contractor: Brain Learning
 8414 Lemon Ave Ste B
 La Mesa CA 91941

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 15 day of February, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assist. Supt. Business Services/Superintendent

Title

Signature of Authorized Agent

Rienzi Haytashigh, Psy.D.

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 2/14/18

(619) 750-5628

(Area Code) Telephone Number

Agenda Item: **15.E. Approve Subscription for Scholastic Stora licenses for District-wide use in English Language Arts materials acquisition trial.**

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

Quick Summary / Abstract: As National School District continues to implement Common Core Standards, supplementary materials that complement the Units of Study in English Language Arts and Math are needed. Educational Services works collaboratively with teachers to try out and approve new materials based on their suitability to the unique needs of our student population, and their fit to the Units of Study.

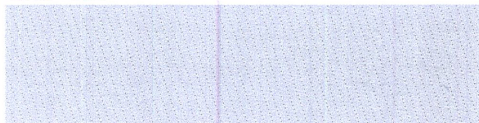
Comments: In addition to looking at traditional print materials, this year we are exploring online resources. Scholastic Stora is an online resource with unlimited and simultaneous access from most devices with an internet connection. There is a teacher search and filter system to assist in creating a customized classroom library. Book titles are in English and Spanish.

Teachers who choose to try this resource are requested to provide feedback in the form of a survey at the end of the trial period. Based on feedback, Educational Services will determine the need for a more comprehensive licensing purchase for 2018-2019.

Recommended Motion: Approve Subscription for Scholastic Stora licenses for District-wide use in English Language Arts materials acquisition trial.

Financial Impact: Pro-rated Subscription costs: Not to exceed \$9,086.70
Additional Staffing costs: \$0
Other costs: \$0
One time cost
General Fund

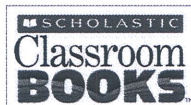
Attachments:
Scholastic Stora

BILL TO:**SHIP TO:**Mail or fax PO to: **Scholastic Inc.**

P.O. Box 7502

Jefferson City, MO 65102

FAX: 800-560-6815

email: educationorders@scholastic.com**Quote****PO#****DATE** 1/17/2018

Paperback prices are subject to change. All other prices are guaranteed until August 31, 2015.

DESCRIPTION	ITEM #	QTY	LIST PRICE	Storia School Edition	
				YOUR PRICE	AMOUNT
<p>Most deliveries in the US may be expected in approximately 2 weeks after we receive your order. If an order needs to be expedited there is a 14% S&H charge for all products.</p> <p>STORIA SCHOOL EDITION PreK-6 (401-700 Students) - Prorated Feb 15 - June 15, 2018. Less multi school discount of 6%</p> <p>Storia Support and Resources include: Getting Started Guide How- to Video Teaching Tips System Requirements Troubleshooting</p> <p>We can organize an introductory WebEx for teachers. This would include a overview of the program and helpful how-to's and tips for making the most of Storia's 2400 fiction and non-fiction ebooks with unlimited access in class or at home.</p>	588869	10	\$ 2,900.00	\$ 908.67	\$ 9,086.70

DESCRIPTION	ITEM #	QTY	LIST PRICE	YOUR PRICE	AMOUNT
<p>CONTACT INFORMATION:</p> <p>Marsha Lafferty</p> <p>619-261-3135</p> <p>MLafferty@Scholastic.com</p> <p>PLEASE NOTE: Availability of products are subject to change without notice.</p>					
<p>* State law requires that sales tax be added to your order unless we have a "sales tax exemption certificate" on file. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.</p> <p>THANK YOU FOR YOUR BUSINESS!</p>				<p>Subtotal</p> <p>9% S&H</p> <p>*Tax ____%</p> <p>* Total</p>	<p>\$ 9,086.70</p> <p>FREE</p> <p></p> <p>\$ 9,086.70</p>

Agenda Item:	15.F. Approve Subscription for Explor-eBook licenses for District-wide use in English Language Arts materials acquisition trial.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>As National School District continues to implement Common Core Standards, supplementary materials that complement the Units of Study in ELA and Math are needed. Ed Services works collaboratively with teachers to try out and approve new materials based on their suitability to the unique needs of our student population, and their fit to the Units of Study.</p> <p>In addition to looking at traditional print materials, this year we are exploring online resources. Teacher Created Materials Explor-eBook is an online resource with lesson plans, providing a variety of high interest nonfiction and fiction texts at varying reading levels. Book titles are in English and Spanish.</p>
Comments:	Ed Services would like to provide teachers the opportunity to try out this resource this spring. Teachers would be asked to use the materials, and complete a survey that would provide Ed Services guidance for future subscriptions.
Recommended Motion:	Approve Subscription for Explor-eBook licenses for District-wide use in English Language Arts materials acquisition trial.
Financial Impact:	<p>Pro-rated Subscription costs: \$16,624.38</p> <p>Additional Staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	Explore-eBooks

Proposal

Teacher Created Materials
5301 Oceanus Drive
Huntington Beach, CA 92649

1/18/2018

Proposal #: TCM-2018EEB
Deborah Hernandez
Director of Educational Services
National School District
1500 N Avenue,
National City, CA 91950

Explor-eBook

Item #	Title	Qty	Unit Price	Ext Price
9781493849994	Explor-eBook Single Classroom (3-month) Lincese. K-6 English	210	\$249.99 \$62.50	\$52,497.90 \$13,124.48
9781493849963	Explor-eBook Single Classroom (3-month) Lincese. K-6 English and Spanish	40	\$349.99 \$87.50	\$13,999.60 \$3,499.90

Total:	\$16,624.38
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Brendan Ryan
Sales Director
Teacher Created Materials
Direct Line: (619) 972-7768
Fax Number: (714) 230-7070
Email: bryan@tcmpub.com

Agenda Item:	15.G. Approve Subscription to Goal Book Pathways.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>As National School District continues to implement Common Core Standards, supplementary materials that complement the Units of Study in English Language Arts and Math are needed. Educational Services works collaboratively with teachers to try out and approve new materials for their suitability to the unique needs of our student population.</p> <p>Goalbook Pathways is an instructional resource that provides teachers access to all Common Core Standards in English language arts and math, and provides lesson plans, teacher resources, and student materials.</p>
Comments:	NSD would like to provide a trial of Goalbook Pathways to all interested teachers during the Spring of 2018. The attached quote reflects a price for all teachers, but will be adjusted based on the actual number of teachers who sign up for the subscription following the February 8 demonstration webinar. After the trial period, teachers would be asked to complete a survey to provide Educational Services on whether or not to move forward with a more comprehensive subscription in 2018-2019.
Recommended Motion:	Approve Subscription to Goal Book Pathways.
Financial Impact:	<p>Pro-rated Subscription costs: Not to exceed \$66,875 (premium subscription)</p> <p>Additional Staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	Goalbook Pathways

**Enome, Inc. (Goalbook)**

P.O. Box 1289

San Mateo, CA 94401

Phone: 1-855-207-5443**Fax:** (650) 284-0432**National School District****07 Feb 2018**

1500 N Ave.

National City , 91950

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Price</u>	<u>Total</u>
1.0	Product	Pathways Premium District Membership	\$133,750.00	\$133,750.00
1.0	Product	Second Semester Start	-\$66,875.00	-\$66,875.00
			Subtotal:	\$66,875.00
			Total Due:	\$66,875.00

One (1) Pathways Premium Department Membership for National School District.

Licenses can be activated for any staff member (with a user access limit of 250 educators/staff) employed by National School District.

Licenses are active upon receipt of payment through June 30, 2018.

Services package includes:

One (1) Day of Onsite Professional Development, tailored to district focus areas and needs, with copies of all Training Materials included.

- 1) Initial online kickoff training for educators, tailored to district focus areas and needs
- 2) Access to monthly webinars in a variety of content areas using Goalbook to incorporate instructional best practices
- 3) Dedicated partnership Success team to work with district implementation point lead
- 4) Detailed program usage and engagement reports provided to district leadership
- 5) Dedicated technical support and Goalbook help desk

If a Purchase Order # is generated, you can email the PO # to support@goalbookapp.com or fax to (650) 284-0432, and we will add it to this quote.

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Conduct Public Hearing pursuant to Government Code Section 3547 (a) regarding the initial proposal from NCETA to open negotiations for a new three-year agreement beginning in the 2018-19 school year.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as “sunshining,” gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiation process with recognized employee organizational representatives.

Comments: Conduct Public Hearing pursuant to Government Code Section 3457 regarding the proposal NCETA to open negotiations for the 2018-19 school year.

Attachments:
NCETA Sunshine Proposal 2018

Pursuant to the EERA and our current contract, National City Elementary Teachers Association is bring forth the following articles for negotiations for the successor agreement.

Article 3 - Preschool teachers Special Provisions, increase compensation for preschool teachers

Article 4 - Organizational Security and Association Rights, ensure compliance with AB 119, address consultation and workload concerns

Article 6 - address concerns over preparation time and workload

Article 8 - Leaves, address maternity, family, and catastrophic leave time

Article 13 - Part-Time Employment, increase compensation for impact teachers, ensure impact teachers are respected members of the NSD community

Article 14 - Health and Welfare Benefits, increase district contribution

Article 15 - Salaries, increase compensation

Article 16 - Management Rights, address contracting out of bargaining unit work

Article 19 - Special Education, address concerns over changes to SPED programs

Article 24 - Support Personnel, create a new article to address concerns of enrichment teachers, psychologists, counselors, speech and language pathologists.

Agenda Item: **16.B. Amend Student Teaching Agreement #CT805 with San Diego State University and National School District.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: National School District had an agreement with San Diego State University to provide 12 Semester Units of Practice Teaching and the University will pay NSD at the Rate and Amount of \$16.67 per quarter unit, and \$25.00 per semester unit. The agreement has now been amended to reflect an additional 24 Semester Units of Practice of Teaching, which will increase the Agreement by the amount of \$600. The University will pay NSD at the Rate and Amount of \$16.67 per quarter unit or \$25.00 per semester unit, for an estimated total amount of \$900.

Comments: The agreement will continue the partnership with San Diego State University to offer Student Teachers to NSD.

Recommended Motion: Amend Student Teaching Agreement #CT805 with San Diego State University and National School District.

Financial Impact: Contract costs: \$0 (revenue)

Attachments:
CT805
SDSU-NSD Student Teacher Agreement

January 4, 2018

STUDENT TEACHING AGREEMENT AMENDMENT NO. 1
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
SAN DIEGO STATE UNIVERSITY AND
NATIONAL SCHOOL DISTRICT

Original Agreement No. 40103669, dated July 1, 2015, is hereby amended as follows:

On Page 1, paragraph six, INCREASE the following units:

The SERVICES to be provided by District to State shall include an additional 24 Semester Units of Practice Teaching or 0 Quarter Units of Practice Teaching, which will increase the Agreement by the amount of \$600.00.

The University shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit or \$25.00 per semester unit, for an estimated total amount of \$900.00.

All other terms and conditions of the original Agreement shall remain the same.

Trustees of The California State University
 San Diego State University

School District
 National School District

 Signature Date

 Signature Date

 Name

 Name

 Title

 Title (Superintendent or Designee)

INTERNAL NOTES:

44001-000-66045-0000-1006-2401-0000 (15/16) \$200.00
 44001-000-66045-0000-1006-2401-0000 (16/17) \$600.00
 44001-000-66045-0000-1006-2401-0000 (17/18) \$100.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
 COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES /
 JANET PARK

STUDENT TEACHING AGREEMENT

This Agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the School District, noted below, hereinafter called the "District";

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The University and the District are as follows:

SAN DIEGO STATE UNIVERSITY;

NATIONAL SCHOOL DISTRICT

of SAN DIEGO COUNTY.

THE TERM of the Agreement is from JULY 1, 2015

to JUNE 30, 2018.

The SERVICES to be provided by District to University shall include 12 Semester Units of Practice Teaching or ----- Quarter Units of Practice Teaching.

The University shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

This Agreement may be increased/decreased by written approval from the University.

GENERAL TERMS

1. The District shall provide University students practice teaching experience in schools /classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teach is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the University, the District shall submit an invoice to the University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

STATE OF CALIFORNIA
Trustees of The California State University

Michelle Tanner

Michelle Tanner, Buyer II Lead

SCHOOL DISTRICT

Cindy Frazee
Signature

Cindy Frazee
Name (Please print)

Asst. Supt. HR
Title (Superintendent or Designee)

National School District
School District

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on August 26, 2015.
(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the Schools in the School District for practice teaching, be approved; and the District is hereby authorized to execute the same."

National School District
District

San Diego
County

Chris Oram
Signature
(Clerk or Secretary of the Governing Board of the School District)

Chris Oram
Name (Please print)

INTERNAL NOTES:

44001-000-66045-0000-1006-2401-0000 (2014/2015) \$100.00
44001-000-66045-0000-1006-2401-0000 (2015/2016) \$100.00
44001-000-66045-0000-1006-2401-0000 (2016/2017) \$100.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

General Provisions

Indemnification

The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Award Contract #CT3467 to Watkins Environmental, for Asbestos Abatement at the District Office, El Toyon School, Ira Harbison School, John Otis School, and Kimball School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On November 8, 2017 the Board authorized the administration to advertise for Asbestos Abatement. The abatement is to take place at the District Office, El Toyon School, Ira Harbison School, John Otis School, and Kimball School. This is part of a general renovation of the modular buildings at those sites. The low bid was determined according to the lowest Base Bid price. The base bid scope of work included the removal of all trim on the buildings, and abatement. An Additive Alternate was included that requires complete removal of the outside wall panels and abatement. The administration recommends accepting the Additive Alternate.

Comments: Bids were publicly opened on January 24, 2018. The District received three (3) bids for this project:

	Base Bid	Additive Alternate
Watkins Environmental	\$43,500.00	\$69,500.00
T3 Contractors, Inc.	\$54,000.00	\$90,000.00
Casper Company	\$60,000.00	\$75,000.00

The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award Contract #CT3467 to Watkins Environmental, for Asbestos Abatement at the District Office, El Toyon School, Ira Harbison School, John Otis School, and Kimball School.

Financial Impact: Contract Costs - \$69,500
Additional Staffing Costs - \$0
Other Costs - \$0
One time cost
General Fund

Attachments:
CT3467

**CONTRACT AGREEMENT
#CT3467**

THIS AGREEMENT, made this 14th day of February in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and Watkins Environmental, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**ASBESTOS ABATEMENT
BID 17-18-174**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within Two Hundred Sixteen (216) days from and after the date stated in such notice, which shall include three (3) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: Sixty Nine Thousand Five Hundred Dollars (\$69,500), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids
Information for Bidders
Bid, as accepted
Designation of Subcontractors
List of Subcontractor's DIR Registration Numbers
Noncollusion Affidavit
Agreement
Bid Bond
Performance Bond
Payment Bond for Public Works
Recycled Content Certification
Contractor Fingerprinting Requirements
Asbestos-Free Materials Certification
Drug-Free Workplace Certification
Contractor's Certificate Regarding Workers' Compensation
General Conditions and Special Conditions
Project Manual and Specifications
Drawings
Certification of Contractor and Subcontractor Division of Industrial Relations Registration
Addenda Nos. 1, as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

License No. _____ DIR # _____

By _____

Its _____

(Corporate Seal)

DISTRICT:

National School District

By _____

Its _____

Governing Board Date _____

Agenda Item: **17.B. Award Contract #CT3468 to SD Remodeling, Inc., for Modular Building Foundation Repairs at Rancho de la Nación School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On January 10, 2018 the Board authorized the administration to advertise for Modular Building Foundation Repairs. The repairs will take place at Rancho de la Nación School. Two modular buildings at that site have developed issues with the building foundations. The buildings have both been closed, and are currently not in use. The previous occupants have been temporarily relocated within the school site. Included were one classroom and offices for site personnel.

Comments: Bids were publicly opened on January 30, 2018. The District received four (4) bids for this project:

	Base Bid
SD Remodeling, Inc.	\$44,700.00
M.A. Stevens	\$50,500.00
SD&B Construction	\$56,990.00
Fordyce Construction	\$64,570.00

The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award Contract #CT3468 to SD Remodeling, Inc., for Modular Building Foundation Repairs at Rancho de la Nación School.

Financial Impact: Costs - \$44,700
Additional Staffing Costs - \$0
Other Costs - \$0
One time cost
General Fund

Attachments:
CT3468

CONTRACT AGREEMENT

#CT3468

THIS AGREEMENT, made this 14th day of February in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and SD Remodeling, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

MODULAR BUILDING FOUNDATION REPAIRS AT RANCHO DE LA NACION SCHOOL Bid 17-18-176

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within Forty Five (45) days from and after the date stated in such notice, which shall include three (3) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: Forty Four Thousand, Seven Hundred Dollars (\$44,700.00), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids
Information for Bidders
Bid, as accepted
Designation of Subcontractors
List of Subcontractor's DIR Registration Numbers
Noncollusion Affidavit
Agreement
Bid Bond
Performance Bond
Payment Bond for Public Works
Recycled Content Certification
Contractor Fingerprinting Requirements
Asbestos-Free Materials Certification
Drug-Free Workplace Certification
Contractor's Certificate Regarding Workers' Compensation
General Conditions and Special Conditions
Project Manual and Specifications
Drawings
Certification of Contractor and Subcontractor Division of Industrial Relations Registration

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

National School District

License No. _____ DIR # _____

By _____

By _____

Its _____

Its _____

Governing Board Date _____

(Corporate Seal)

Agenda Item: **18. BOARD WORKSHOP**

Quick Summary / None
Abstract:

Agenda Item: **19. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **20. ADJOURNMENT**