



# **Governing Board Agenda**

**February 28 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 28, 2018

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

### AGENDA

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

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

***Creating Successful Learners... Now***

February 28, 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 - 4:00 P.M.**

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Four 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.** Presentation by Olivewood School students regarding Positive Behavior Intervention and Supports.

Beverly A. Hayes,  
Principal, Olivewood  
School & Alma  
Sarmiento, Board  
Member



February 28, 2018

- |   |   |
|---|---|
| <b>9.B.</b> Recognize Mrs. Maria Terriquez, Olivewood School, as the National School District Volunteer of the Month for February 2018.           | Beverly A. Hayes,<br>Principal, Olivewood<br>School & Maria Dalla,<br>Board Member                                  |
| <b>9.C.</b> Introduce and welcome the new employees.  | Leticia Hernandez,<br>Director, Human<br>Resources & Maria<br>Betancourt-Castañeda                                  |
| <b>9.D.</b> Presentation of award from the OneSight Organization to the National School District Governing Board.                                 | Paula Jameson-<br>Whitney, Assistant<br>Superintendent,<br>Educational Services &<br>Brian Clapper, Board<br>Member |
| <b>9.E.</b> Presentation regarding Read Across America celebration by representatives of NCETA.   | Paula Jameson-<br>Whitney, Assistant<br>Superintendent,<br>Educational Services                                     |
| <b>9.F.</b> Single Plan for Student Achievement Presentations from El Toyon, Ira Harbison, John Otis, Palmer Way and Rancho de la Nación Schools. | Paula Jameson-<br>Whitney, Assistant<br>Superintendent,<br>Educational Services                                     |
| <b>9.G.</b> Presentation on the Governor's January Budget Proposal and potential impacts on the National School District.                         | Christopher Carson,<br>Assistant<br>Superintendent,<br>Business Services  |

## **10. RECESS**

## **11. PUBLIC COMMUNICATIONS**

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.

## **12. AGENDA**

Maria Betancourt-  
Castañeda, Board

President

February 28, 2018

**12.A.** Approve agenda.

Leighangela Brady,  
Superintendent

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

Maria Betancourt-  
Castañeda, Board  
President

**13.A.** Minutes

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

Leighangela Brady,  
Superintendent

**13.B.** Administration - None

Leighangela Brady,  
Superintendent

**13.C.** Human Resources

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

Leticia Hernandez,  
Director, Human  
Resources

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

Leticia Hernandez,  
Director, Human  
Resources

**13.D.** Educational Services

**13.D.I.** Authorize the Superintendent to approve the submission of Consolidated Application Winter Collection 2017-2018.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**13.D.II.** Approve Consultant Contract #CT3465 with Bocón Arts to provide a theater performance for Palmer Way School fifth grade students.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**13.D.III.** Approve the Comprehensive School Safety Plans for Central, El Toyon, Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way, Rancho de la Nación Schools and District Office.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**13.E.** Business Services

**13.E.I.** Authorize the Assistant Superintendent of Business Services to advertise for purchase of blinds and installation in classrooms throughout the District.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

February 28, 2018

#### **14. GENERAL FUNCTIONS**

- |  |                                      |
|--|--------------------------------------|
| <b>14.A.</b> Cast vote for 2018 CSBA Delegate Assembly Election (no more than ten candidates).   | Leighangela Brady,<br>Superintendent |
| <b>14.B.</b> Approve travel request for Barbara Avalos to attend the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Phoenix, Arizona on June 21-23, 2018. | Leighangela Brady,<br>Superintendent |

#### **15. POLICIES, REGULATIONS, BYLAWS**

- |  |                                      |
|--|--------------------------------------|
| <b>15.A.</b> Adopt Board Policy 5126 and Administrative Regulation 5126. | Leighangela Brady,<br>Superintendent |
|--|--------------------------------------|

#### **16. EDUCATIONAL SERVICES**

- |   |   |
|---|---|
| <b>16.A.</b> Approve Consultant Contract #CT3474 with Arts United to conduct a two-week Visual and Performing Arts intensive language development program at Lincoln Acres School for a minimum of 40 students. | Paula Jameson-Whitney, Assistant<br>Superintendent,<br>Educational Services |
| <b>16.B.</b> Approve contract #CT3476 with Kara Dodd for an Independent Educational Evaluation for Speech/Language Evaluation.  | Paula Jameson-Whitney, Assistant<br>Superintendent,<br>Educational Services |
| <b>16.C.</b> Approve Non-Public School Master Contracts and Individual Services Agreements #CT3477 and #CT3480 with Aseltine School to provide the educational programs.  | Paula Jameson-Whitney Assistant<br>Superintendent,<br>Educational Services  |

#### **17. HUMAN RESOURCES**

- |   |  |
|---|--|
| <b>17.A.</b> Approve Proposed Job Descriptions as attached.   | Leticia Hernandez,<br>Director, Human<br>Resources   |
| <b>17.B.</b> Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the National City Elementary Teachers Association to open for the 2018-2019 School Year. | Leticia Hernandez,<br>Director of Human<br>Resources |

#### **18. BUSINESS SERVICES**

- |  |  |
|--|--|
| <b>18.A.</b> Approve Compensation Agreement with the City of National City for the sale of property retained for future development. | Christopher Carson,<br>Assistant<br>Superintendent,<br>Business Services |
|--|--|

February 28, 2018

**18.B.** Accept Gifts

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**19.** BOARD WORKSHOP – None

**20.** BOARD/CABINET COMMUNICATIONS

**21.** ADJOURNMENT

February 28, 2018

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 - 4:00 P.M.**

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

February 28, 2018

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

February 28, 2018

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Olivewood School students regarding Positive Behavior Intervention and Supports.**

Speaker: Beverly A. Hayes, Principal, Olivewood School & Alma Sarmiento, Board Member

Quick Summary / Abstract: Olivewood School's student presentation is titled "Kindness Matters." For the past several years, Positive Behavior Intervention and Supports (PBIS) has been implemented at Olivewood School; however, since the owl is our mascot, we call it WOW (Wise Owl Ways). A weekly lesson is designed to support one of the tenets of our WOW program to "Be Safe; Be Responsible; Be Respectful; and, Be Kind." During February, we have been focusing on "Being Kind." Our student presentation will highlight the activities that Olivewood School has engaged in to assist our students to "Be Kind."

February 28, 2018

Agenda Item: **9.B. Recognize Mrs. Maria Terriquez, Olivewood School, as the National School District Volunteer of the Month for February 2018.**

Speaker: Beverly A. Hayes, Principal, Olivewood School & Maria Dalla, Board Member

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

Comments: Olivewood School is pleased to recognize Mrs. Maria Terriquez as the Volunteer of the Month. Mrs. Terriquez has been volunteering at Olivewood School for the past three years. She assisted her daughter's kindergarten teacher in the classroom working with students and the teacher in the many ways that kindergarten teachers and students need support.

Mrs. Terriquez assisted with Breakfast in the Classroom every day and stayed to help prepare materials for the students. Mrs. Terriquez was always willing to do anything she could to support the teacher and her students.

Mrs. Terriquez is dependable and committed to supporting our school. She is always willing to help with anything she can. Mrs. Terriquez has a positive attitude, is very reliable and very kind to students, staff and other parents. We have been fortunate to have had the support and assistance of Mrs. Terriquez at Olivewood School for the past three years. Olivewood School's staff, students and community wish to extend our gratitude to Mrs. Terriquez for her dedication to our school. We appreciate her efforts and are very fortunate to have her volunteering at Olivewood School.



February 28, 2018

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

Speaker: Leticia Hernandez, Director, Human Resources & Maria Betancourt-Castañeda

Quick Summary / Abstract: The employees on the attached list were approved at the February 14, 2018 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

<b>Introduce &amp; Welcome</b> <b>2/28/18</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>
Lorraine Atoui	Speech Language Pathologist	Ira Harbison School
Amanda Flores	Instructional Assistant – Preschool	Central School
Hannah Fuentes	Instructional Assistant – Health Care	Kimball School
Vanessa Gutierrez	Office Technician-District	District Office Human Resources Department

February 28, 2018

Agenda Item: **9.D. Presentation of award from the OneSight Organization to the National School District Governing Board.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services & Brian Clapper, Board Member

Quick Summary / Abstract: Annually, the National School District has worked in conjunction with the OneSight Organization to provide a Mobile Eye Van that provides South County School District students in need with a comprehensive eye examination for distribution of eye glasses. This program is run entirely by volunteers from the National City Lions Host Club, National School District personnel, and community volunteers.

Comments: The 2017 OneSight Clinic provided 1,473 pairs of glasses for the children of South County School Districts. On behalf of the OneSight Organization, an award will be presented to the National School District Governing Board to memorialize their gratitude for the participation and support of the National School District in this successful program.

February 28, 2018

Agenda Item: **9.E. Presentation regarding Read Across America celebration by representatives of NCETA.**

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

Quick Summary / Abstract: National School District and South County Teachers United are joining colleagues nationwide to celebrate reading the week of February 26, 2018. Read Across America is an event sponsored by the National Education Association to renew the nation's commitment to literacy and re-establish the importance and joy of reading. The festivities fall after the birthday of the late Ted Geisel, known to the world as Dr. Seuss. This is the 18th year of celebrating his birthday with a campaign to read to children. It is not a celebration of a trademark, but a promotion of literacy.

Comments: Locally, National School District and NCETA (National City Elementary Teachers Association) are working collaboratively to schedule reading activities at each school. Last year, all ten schools enthusiastically participated and it was very well received. Contact persons from each school have been identified to help coordinate the myriad of activities that lend themselves to this year's celebration. Some activities might include:

- Special Reading (during breakfast) of Green Eggs and Ham by teachers and principals.
- Performance of Cat in the Hat presented to students. Thespians include teachers, students and District Office staff.
- Guest readers in all classrooms.

As they have in the past, our Child Nutrition Services staff will be serving Green Eggs and Ham for breakfast on this date. Each school makes every effort to make this special breakfast a fun, festive occasion and the children thoroughly enjoy it.

For more information regarding the Read Across America event, you may access the national web site at <http://www.nea.org/grants/886.htm>

As you can imagine, the ideas for celebrating Read Across America are virtually endless. Members of NCTEA will provide an overview of this upcoming activity and extend an invitation to the Governing Board and community to participate.

February 28, 2018

Agenda Item: **9.F. Single Plan for Student Achievement Presentations from El Toyon, Ira Harbison, John Otis, Palmer Way and Rancho de la Nación Schools.**

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

Quick Summary / Abstract: Every year, school sites write a "Single Plan for Student Achievement." This plan is developed in collaboration with the School Site Council. The content of each school plan is aligned with school goals for improving student achievement. School goals are based upon an analysis of verifiable State data and local measures of pupil achievement. The School Site Council from each school analyzes available data on the academic performance of all students, including English learners, educationally disadvantaged students, gifted and talented students and students with exceptional needs. The councils also obtain and consider the input of the school community. Based upon this input, they establish performance improvement goals, actions and expenditures.

Comments: In tonight's presentations, principals and school site council members will describe how the plan was developed, provide highlights in the school program, and report on progress toward year end goals.

February 28, 2018

Agenda Item: **9.G. Presentation on the Governor's January Budget Proposal and potential impacts on the National School District.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Each year in January, the State of California issues the Governor's proposed budget for the following fiscal year.

Comments: The Assistant Superintendent, Business Services will highlight the Governor's budget proposal for the 2018-19 fiscal year, and discuss the potential impacts on the District budget.

The presentation will include information on the state of the economy, the Local Control Funding Formula (LCFF), revenues, expenses, and fund balances.

February 28, 2018

Agenda Item: **10. RECESS**

February 28, 2018

Agenda Item: **11. 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.



February 28, 2018

Agenda Item:       **12. AGENDA**

Agenda Item:       **12.A. Approve agenda.**

Speaker:            Leighangela Brady, Superintendent

Recommended  
Motion:             Approve agenda

February 28, 2018

Agenda Item: **13. 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

February 28, 2018

Agenda Item: **13.A. Minutes**

Agenda Item: **13.A.I. Approve the minutes of the Regular Board Meeting held on February 14, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
Board Minutes - 02/14/2018

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

February 14, 2018  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 6:10 PM:**

Present:

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

Absent:

Ms. Maria Dalla

**1. CALL TO ORDER**

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 4:31 p.m.

**2. PUBLIC COMMUNICATIONS**

Ms. Irma Sanchez, NCETA, spoke regarding negotiations.

Ms. Joan Collins, CSEA, spoke regarding job descriptions.

Ms. Celia Figueroa, CSEA, spoke regarding noon supervisor jobs.

Ms. Esther Figueroa, CSEA, spoke regarding noon supervisor jobs.

Ms. Socorro Cerda, CSEA, spoke regarding noon supervisor jobs.

Ms. Mona Ribada, CSEA, spoke regarding job descriptions.

**3. ADJOURN TO CLOSED SESSION**

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

Closed session was held from 4:40 p.m. to 6:08 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 6:10 p.m.

#### **7. PLEDGE OF ALLEGIANCE**

Board President, Maria Betancourt-Castañeda led the Pledge of Allegiance.

#### **8. ROLL CALL**

Mrs. Yvette Olea took roll call.

#### **9. PRESENTATIONS**

##### **9.A. 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.B. Recognize Anna Maria Duke, Instructional Assistant-Special Education, Central School, as National School District Employee of the Month for February 2018.**

Recognized Ms. Anna Maria Duke, Instructional Assistant-Special Education, Central School, as the National School District Volunteer of the Month for February 2018. Principal, Ms. Vanessa Lerma, introduced Ms. Duke and commented on her many fine qualities.

On behalf of the Governing Board, Mr. Brian Clapper presented Ms. Duke with a certificate and a logo watch.

#### **10. PUBLIC COMMUNICATIONS**

Ms. Natalie Tacto, student, spoke regarding the Filipino Dinner fundraiser.

Ms. Christina Benson, NCETA, spoke regarding negotiations.

## **11. AGENDA**

### **11.A. Approve agenda.**

**Motion Passed:** Approve agenda Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes 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

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

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

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

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

### **12.B. Administration**

### **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 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.**

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

## **12.E. Business Services**

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

## **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.**

**Motion Passed:** Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper and Maria Dalla. Passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

## **14. POLICIES, REGULATIONS, BYLAWS**

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

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

## **15. EDUCATIONAL SERVICES**

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

**Motion Passed:** Following discussion, Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant services Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

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

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

**Motion Passed:** Amend Contract #CT3445 with CraftEd Curriculum LLC to include payment for development of sample Project Based Units of Study. 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  
Absent Ms. Maria Dalla  
Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approve Memorandum of Understanding #CT3462 with the San Diego Unified School District for participation in Sexual Abuse Treatment Education Prevention Services (STEPS). Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

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

**15.D. Approve Contract #CT3471 with Brain Learning Incorporated for an Independent Educational Evaluation.**

**Motion Passed:** Approve Contract #CT3471 with Brain Learning Incorporated for an Independent Educational Evaluation. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

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



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

**Motion Passed:** Following discussion, Approve Subscription for Scholastic Storia licenses for District-wide use in English Language Arts materials acquisition trial Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**15.F. Approve Subscription for Explor-eBook licenses for District-wide use in English Language Arts materials acquisition trial.**

**Motion Passed:** Following discussion, Approve Subscription for Explor-eBook licenses for District-wide use in English Language Arts materials acquisition trial Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**15.G. Approve Subscription to Goal Book Pathways.**

**Motion Passed:** Approve Subscription to Goal Book Pathways. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**16. HUMAN RESOURCES**

**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.**

The public hearing was opened at 6:48 p.m.

Ms. Leticia Hernandez, Director of Human Resources, clarified the language in the agenda item

Ms. Irma Sanchez, NCETA, spoke regarding the articles in the successor agreement.

The public hearing was closed at 6:50 p.m.

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

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

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**17. BUSINESS SERVICES**

**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.**

**Motion Passed:** Following discussion, 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 Passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Following discussion, Award Contract #CT3468 to SD Remodeling, Inc., for Modular Building Foundation Repairs at Rancho de la Nación School Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**18. BOARD WORKSHOP**

**19. BOARD/CABINET COMMUNICATIONS**

Mr. Clapper congratulated the Employee of the Month. He welcomed the new employees. He shared that there will be a Nacho Sale fundraiser at Wrigley's this Saturday. He wished everyone a Happy Valentine's Day.

Ms. Avalos welcomed the new employees. She congratulated the Employee of the Month. She

shared that she attended the Sweetwater Union High School District State of the District address and enjoyed the presentation. She shared that she attended Dr. Brady's State of the District presentation at Palmer Way School on Monday. She wished everyone a Happy Valentine's Day.

Ms. Sarmiento congratulated the Employee of the Month. She welcomed the new employees.

Ms. Hernandez congratulated the Employee of the Month.

Mr. Carson gave an update on the project at Palmer Way School.

Ms. Jameson-Whitney shared information regarding Ocean Connectors. She wished everyone a Happy Valentine's Day.

Dr. Brady thanked the Board for joining her at the State of the District presentations at the schools. She shared information regarding staff feedback regarding the presentation. She thanked Mr. Carson for sharing information regarding the bonds. She shared information regarding Read Across America. She wished everyone a Happy Valentine's Day.

Ms. Betancourt-Castañeda congratulated the Employee of the Month. She thanked Dr. Brady, Mr. Carson and Mr. Martinez for the State of the District and Bond presentations. She congratulated Mrs. Hayes for the successful STEAM night at Olivewood School. She wished everyone a Happy Valentine's Day.

## **20. ADJOURNMENT**

The meeting was adjourned to Closed Session at 7:08 p.m.

No action was taken in closed session.

The meeting was adjourned at 8:23 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

February 28, 2018

Agenda Item:       **13.B. Administration**

Speaker:            Leighangela Brady, Superintendent

Quick Summary /   None  
Abstract:

February 28, 2018

Agenda Item:       **13.C. Human Resources**

Agenda Item:       **13.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 28, 2018**

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

None				
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**Temporary Employment**

1. Frances Anglin-Tortorello	Impact Teacher John Otis School	March 1, 2018 to June 6, 2018	Daily Impact Teacher Rate \$150 Not to exceed 134 days	Site Fund
2. Brittany Lahood-Kullberg	Impact Teacher Ira Harbison School	March 1, 2018 to June 6, 2018	Daily Impact Teacher Rate \$150 Not to exceed 134 days	Site Fund
3. Sarah Lamb	Impact Teacher Kimball School	March 1, 2018 to June 6, 2018	Daily Impact Teacher Rate \$150 Not to exceed 134 days	Site Fund

**Release of Temporary Employment**

<b>Impact Teachers</b>				
4. Frances Anglin-Tortorello	Impact Teacher	Release from temporary assignment on June 6, 2018		
5. Terri Blunk	Impact Teacher	Release from temporary assignment on June 6, 2018		
6. Rebecca Cardoza	Impact Teacher	Release from temporary assignment on June 6, 2018		
7. Gloria Casillas	Impact Teacher	Release from temporary assignment on June 6, 2018		
8. Sheryl Crockett	Impact Teacher	Release from temporary assignment on June 6, 2018		
9. Heather Ecker	Impact Teacher	Release from temporary assignment on June 6, 2018		

10. Wendy Elliot	Impact Teacher	Release from temporary assignment on June 6, 2018		
11. Gada Fakhouri	Impact Teacher	Release from temporary assignment on June 6, 2018		
12. Timothy Kent	Impact Teacher	Release from temporary assignment on June 6, 2018		
13. Brittany Lahood-Kullberg	Impact Teacher	Release from temporary assignment on June 6, 2018		
14. Sarah Lamb	Impact Teacher	Release from temporary assignment on June 6, 2018		
15. Frema Larios	Impact Teacher	Release from temporary assignment on June 6, 2018		
16. Blake Macek	Impact Teacher	Release from temporary assignment on June 6, 2018		
17. Jennifer Medlin-Cardinale	Impact Teacher	Release from temporary assignment on June 6, 2018		
18. Glenna G. Russell (formerly G. G. Morrison)	Impact Teacher	Release from temporary assignment on June 6, 2018		
19. Phoebe Morrow	Impact Teacher	Release from temporary assignment on June 6, 2018		
20. Adriana Nishimoto	Impact Teacher	Release from temporary assignment on June 6, 2018		
21. Johana Olguin	Impact Teacher	Release from temporary assignment on June 6, 2018		
22. Yolanda Orozco	Impact Teacher	Release from temporary assignment on June 6, 2018		

23. Jessica Paruleski	Impact Teacher	Release from temporary assignment on June 6, 2018		
24. Adela Rodgers	Impact Teacher	Release from temporary assignment on June 6, 2018		
25. Isabel Ruelas-Ceja	Impact Teacher	Release from temporary assignment on June 6, 2018		
26. Barbara Sapper	Impact Teacher	Release from temporary assignment on June 6, 2018		
27. Yesenia Silva	Impact Teacher	Release from temporary assignment on June 6, 2018		
28. Janice Stejskal	Impact Teacher	Release from temporary assignment on June 6, 2018		
29. Alma Armida Valencia	Impact Teacher	Release from temporary assignment on June 6, 2018		
30. Maudie Verzosa	Impact Teacher	Release from temporary assignment on June 6, 2018		
<b>Temporary Teachers</b>				
31. Amber Baker	Temporary Teacher	Release from temporary assignment on June 6, 2018		
32. Kimberly Foreman	Temporary Teacher	Release from temporary assignment on June 6, 2018		
33. Grace Lehman	Temporary Teacher	Release from temporary assignment on June 6, 2018		
34. Katie Musto	Temporary Teacher	Release from temporary assignment on June 6, 2018		
35. Alexis Weissman	Temporary Teacher	Release from temporary assignment on June 6, 2018		



<b>CELDT Assessor</b>				
36. Ricardo Alvarado	CELDT Assessor	Release from temporary assignment on June 6, 2018		
37. Larry Bradshaw	CELDT Assessor	Release from temporary assignment on June 6, 2018		
38. Sara Hennessy	CELDT Assessor	Release from temporary assignment on June 6, 2018		
39. Patrick Pruett	CELDT Assessor	Release from temporary assignment on June 6, 2018		
40. Bonnie Styles	CELDT Assessor	Release from temporary assignment on June 6, 2018		
<b>Overflow Teachers</b>				
41. Frances Anglin-Tortorello	Overflow Teacher	Release from temporary assignment on March 1, 2018		
42. Alyssa Balaguer	Overflow Teacher	Release from temporary assignment on March 1, 2018		
43. Rebecca Cardoza	Overflow Teacher	Release from temporary assignment on March 1, 2018		
44. Abraham Diaz-Santana	Overflow Teacher	Release from temporary assignment on March 1, 2018		
45. Winifred Green	Overflow Teacher	Release from temporary assignment on March 1, 2018		
46. Julie Jones	Overflow Teacher	Release from temporary assignment on March 1, 2018		
47. Noy Keodara	Overflow Teacher	Release from temporary assignment on March 1, 2018		
48. Adriana Nishimoto	Overflow Teacher	Release from temporary assignment on March 1, 2018		

49. Lucia Nuñez	Overflow Teacher	Release from temporary assignment on March 1, 2018		
50. Phillip Scott	Overflow Teacher	Release from temporary assignment on March 1, 2018		
51. Michelle Willens	Overflow Teacher	Release from temporary assignment on March 1, 2018		

**Additional Duties**

None				
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**Contract Extension/Change**

52. Anna Cohen	From Teacher of Special Day Class/ Mild Moderate Lincoln Acres School To Resource Specialist Program Teacher Ira Harbison School	March 1, 2018	Class I, Step 1	General Fund
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**Unpaid Leave of Absence**

None				
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**CLASSIFIED STAFF RECOMMENDATIONS**  
**February 28, 2018**

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

53. Sebastian Medina	Instructional Assistant-Health Care 3 hours per day 210 days per year Lincoln Acres School	March 2, 2018	Range 18, Step 1 \$17.49 Hourly Rate	General Fund
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**Contract Extension/Change**

None				
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**Unpaid Leave of Absence**

None				
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February 28, 2018

Agenda Item:           **13.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

<b>Resignations 2/28/18</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Rachael Hallett	Resource Specialist Program Teacher	Ira Harbison School	February 28, 2018
William Mellman	School Principal	El Toyon School	June 30, 2018
Elizabeth Rittle	Classroom Teacher	El Toyon School	June 6, 2018

<b>Retirements 2/28/18</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Paula Jameson-Whitney	Assistant Superintendent Educational Services	District Office	June 30, 2018
Hector Maymes	Custodian -Night	Lincoln Acres School	March 1, 2018

February 28, 2018

Agenda Item: **13.D. Educational Services**

Agenda Item: **13.D.I. Authorize the Superintendent to approve the submission of Consolidated Application Winter Collection 2017-2018.**

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

Quick Summary / Abstract: Each year, school districts submit an application to receive State and Federal compensatory funds through the Consolidated Application. The application includes, legal assurances, a declaration of categorical programs for which the District intends to apply and how the District/Schools qualify for funds.

Comments: The 2017-2018 Consolidated Application is submitted in several parts through the Consolidated Application and Reporting System (CARS). The Spring CARS Data Collection is preliminary in nature and reflects no actual dollar amounts. The Winter CARS Data Collection is based on specific entitlements verified by the California Department of Education and includes individual school site budgets.

The Consolidated Application also collects data that is part of the State and Federal accountability programs, such as assurances that all schools have complied with Title I regulations.

February 28, 2018

Agenda Item: **13.D.II. Approve Consultant Contract #CT3465 with Bocón Arts to provide a theater performance for Palmer Way School fifth grade students.**

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

Quick Summary / Abstract: Palmer Way Elementary School would like to have Bocón Arts, the same agency that provides the puppetry classes, present a play titled "Safa's Story," to its fifth grade students. The play complements the themes students are learning through the puppetry initiative and also aligns to the Positive Behavior and Intervention Systems (PBIS) at the school. The performance is scheduled to take place on Friday, March 2, 2018.

Comments: "Safa's Story" was developed to empower students to act on behalf of themselves and their peers when they experience injustice. The show presents the topics of racism, difference, and prejudice. The play is designed to have the students in the audience alter the outcome at the end of the play by speaking out for change. This unique type of student participation will provide the children lessons that will help them to navigate the complex situations they will encounter in today's society.

Financial Impact: Contract costs: \$500  
Additional Staffing costs: \$0  
Other costs: \$0  
One time cost  
Site LCFF Funds

Attachments:  
CT3465

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

Contract No. CT3465

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 18th day of January, 2018,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Bocon Arts Contractor Taxpayer ID Number 7977 Pala Street Mailing Address

San Diego CA 92114 hereinafter referred to as "Contractor."  
City State Zip Code

1. Services to be provided by Contractor. One - 90 min assembly titled "Safa's Story".  
Assembly will be for 5th grade only and will start at 1:00pm at  
Palmer Way School Auditorium.  
Location
2. Term. Contractor shall provide services under this Agreement on  
Friday, March 2nd, 2018.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed Five Hundred  
Dollars (\$ 500.00 ). District shall pay Contractor within 15 days of receipt of  
invoice by Business Services.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred  
by Contractor in performing services for District, except as follows:  
N/A
5. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment,  
supplies and other items necessary to complete the services to be provided pursuant to this  
Agreement, except as follows:  
The school's Auditorium and a wireless or handheld microphone.



6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
10. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
<b>NATIONAL SCHOOL DISTRICT</b>		<b>CONTRACTOR</b>		
Signature of Authorized Agent		Signature of Authorized Agent		
Typed or Printed Name		Typed Name		
Title		Social Security or Taxpayer I. D. No.		
Board Approval Date: _____		(Area Code) Telephone Number _____		

February 28, 2018

Agenda Item: **13.D.III. Approve the Comprehensive School Safety Plans for Central, El Toyon, Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way, Rancho de la Nación Schools and District Office.**

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

Quick Summary / Abstract: Senate Bill 187 requires that all schools develop a Comprehensive School Safety Plan. This legislation and District Policy require that the plan must be developed and approved by the School Site Council and approved by the School Board each school year. The required elements of the plan include, at a minimum:

1. Assess current school crime
2. Identify safe school strategies and programs
3. Address the school's procedure for complying with existing laws relating to school safety
4. Develop a School Crisis Response Plan

Comments: Each year, schools revise the School Safety Plan to outline current school policies in the areas of discipline, safe ingress and egress patterns at the school site, uniform policies and crisis response procedures. All ten schools as well as the District Office have reviewed and revised their plans and have provided the District with documentation of plan approval by the School Site Council. Plans are available for review at each school site.

February 28, 2018

Agenda Item: **13.E. Business Services**

Agenda Item: **13.E.I. Authorize the Assistant Superintendent of Business Services to advertise for purchase of blinds and installation in classrooms throughout the District.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The District has found that we have a need to purchase blinds and have them installed in classrooms throughout the District. The anticipated combined cost is anticipated to exceed the \$45,000 California Uniform Construction Cost Accounting Commission's (CUCCAC) threshold that requires public bidding for the work to be completed.

Comments: The administration requests authorization to advertise for purchase of blinds and installation in classrooms throughout the District.

Financial Impact: Advertising costs: \$600  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

February 28, 2018

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Cast vote for 2018 CSBA Delegate Assembly Election (no more than ten candidates).**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: San Diego County is represented by 17 delegates on the California School Boards Association Delegate Assembly. This year, there are ten delegates whose terms expire in 2018. Delegate Assembly members provide a valuable service to the CSBA. The Assembly is the primary policy making body of the Association. Delegates adopt the Association's legislative platform, take positions on other critical issues that come before it, elect the officers and directors, and adopt bylaw changes. Delegates also serve as a two-way communication link between the board members in the region and the regional director and play an important role in fostering collegiality within their region.

Comments: Member school boards are eligible to nominate and elect delegate representatives. Each member board submits one ballot. The Board may vote for up to ten candidates. Biographical sketch forms for all candidates have been forwarded to Board members under separate cover.

Return ballots must be postmarked on or before March 15, 2018. The names of newly-elected delegates will be published and disseminated to the membership by April 1, 2018.

Recommended Motion: Cast vote for 2018 CSBA Delegate Assembly Election (no more than ten candidates).

Attachments:  
CSBA Region 17 - 2018 Delegate Assembly Nominees

CSBA Region 17 2018 Delegate Nominees		
	Name	District
1.	Elvia Aguilar *	South Bay Union
2.	Barbara Avalos *	National
3.	Maria Betancourt-Castañeda	National
4.	Brian Clapper *	National
5.	Maria Dalla	National
6.	Eleanor Juanita Evans *	Oceanside
7.	Armando Farías	Chula Vista
8.	Laurie Humphrey	Chula Vista
9.	Claudine Jones *	Carlsbad
10.	Elva Salinas	Grossmont Union
11.	Alma Sarmiento	National
12.	Debra H. Schade *	Solana Beach
13.	Marla Strich *	Encinitas
14.	Cipriano Vargas *	Vista

\* Denotes incumbent

February 28, 2018

Agenda Item:	<b>14.B. Approve travel request for Barbara Avalos to attend the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Phoenix, Arizona on June 21-23, 2018.</b>
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	The NALEO Annual Conference is a unique source of professional development specifically tailored for Latino elected and appointed officials. Sessions at the Conference are designed to enhance the governance skills of participants and deepen their understanding of critical policy issues in a cross-jurisdictional context.
Comments:	The NALEO 35th Annual Conference will provide attendees with the opportunity to have direct access to our nation's top executive and legislative leaders. Past participants have included the U.S. President, U.S. Vice President, members of the President's Cabinet, leaders of the U.S. House of Representatives and the U.S. Senate, Presidential candidates, and many corporate and business leaders.
Recommended Motion:	Approve travel request for Barbara Avalos to attend the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Phoenix, Arizona on June 21-23, 2018.
Financial Impact:	Conference cost: \$600 Travel costs: Not to exceed \$1,200 Other costs: \$0 One time cost General Fund

February 28, 2018

Agenda Item: **15. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **15.A. Adopt Board Policy 5126 and Administrative Regulation 5126.**

Speaker: Leighangela Brady, Superintendent

Quick Summary /  
Abstract: On May 11, 1994, the Governing Board approved an agreement with California School Boards Association for the development of a local policy manual. The updates have been reviewed by staff, were submitted to the Governing Board for a first reading and discussion and are now ready for a second reading and adoption by the Governing Board.

Comments: These Board Policies and Administrative Regulations were submitted for a first reading and discussion at the February 14, 2018, Board meeting.

Recommended  
Motion: Adopt Board Policy 5126 and Administrative Regulation 5126.

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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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

February 28, 2018

Agenda Item: **16. EDUCATIONAL SERVICES**

Agenda Item: **16.A. Approve Consultant Contract #CT3474 with Arts United to conduct a two-week Visual and Performing Arts intensive language development program at Lincoln Acres School for a minimum of 40 students.**

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

Quick Summary / Abstract: Lincoln Acres would like to provide additional support for its English Learner Students. The proposed two-week theater arts program to be held during the spring break, would target language development for students who have not yet been reclassified as English Proficient.

Comments: English learners (EL) and long-term ELs (LTEs) will participate in a two-week intensive theater camp during the weeks of March 19-30, which will be provided by Arts United. The program is intended to engage students through the dramatic arts and will focus on the VAPA standards: artistic perception, creative expression, historical and cultural context, aesthetic valuing and connections, relations and applications. Through the VAPA standards, students will have increased linguistic opportunities, practicing productive and receptive language.

To determine the success of the program, students will be given pre and post surveys to measure growth in their linguistic confidence, as well as their ability to express themselves using enhanced expressive language.

Recommended Motion: Approve Consultant Contract #CT3474 with Arts United to conduct a two-week Visual and Performing Arts intensive language development program at Lincoln Acres School for a minimum of 40 students.

Financial Impact: Contract cost: \$18,000  
Additional staffing costs: \$200 campus supervision, \$350 preparation and serving of meals  
Other costs: \$1,200 lunch  
One time costs  
Site Funds

Attachments:  
CT3474

# Independent Contractor Agreement

## National School District

[ 01 - 00 ]	[ 0980 - 000 ]	[ 1110 ]	[ 1000 ]	[ 5800 - 100 ]	[ 600 ]
Fund	Res	Goal	Function	Object	School

Contract No. CT3474

This agreement is hereby entered into between **National School District**, 1500 N Avenue, National City, California, 91950-4827, hereinafter referred to as "District," and  
East LA Classic (Arts United) 100 N. Citris Street, Suite 530

<u>Contractor</u>	<u>Taxpayer ID Number</u>	<u>Mailing Address</u>
<u>West Covina</u>	<u>CA</u> <u>91791</u>	<u>hereinafter referred to as "Contractor."</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>

**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. Lincoln Acres will have an intensive ten-day camp (March 19-30) for English Language students in grades 4th - 6th for no less than 40 students. Should the school be unsuccessful in recruiting said forty (40) students, this contract will be null and void; however, Arts United will collect 20% of the total contract amount to compensate for staff training.

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

2. Term. Contractor shall commence providing services under this Agreement on March 19, 2018, and will diligently perform as required and complete performance by March 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighteen Thousand & 00/100 Dollars (\$18,000.00). District shall pay Contractor according to the following terms and conditions:

Contractor to invoice 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:

Lincoln Acres School will provide a nutritious lunch for the the students. (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

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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:

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 29 day of February, 2018.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
\_ Typed Name

Asst. Supt., Business Services  
Title

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

**Board Approval Date:** Feb 28, 2018

310-709-6978  
(Area Code) Telephone Number

February 28, 2018

Agenda Item: **16.B. Approve contract #CT3476 with Kara Dodd for an Independent Educational Evaluation for Speech/Language Evaluation.**

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

Quick Summary / Abstract: National School District has received a request for an Independent Psycho-Educational Evaluations by an outside agency.

Comments: 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.

Outside agency provider Kara Dodd, is not currently on our approved contract list for this service, therefore we are asking for approval of this contract in order to approve the parent request.

Recommended Motion: Approve contract #CT3476 with Kara Dodd for an Independent Educational Evaluation for Speech/Language Evaluation.

Financial Impact: Contract costs: Not to exceed \$900  
Additional Staffing costs: \$0  
Other costs: \$0  
One time cost  
Special Education Funds

Attachments:  
CT3476

[ 01 - 00 ]-[ 6500 - 000 ]-[ 5770 ]-[ 1190 ]-[ 5800 - 000 ]-[ 022 ]  
Fund Res Goal Function Object School

Contract No. CT3476

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 1 day of March, 2018,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Kara Dodds 7840 Mission Center Rd  
Contractor Taxpayer ID Number Mailing Address

San Diego CA 92071, hereinafter referred to as "Contractor."  
City State Zip Code

1. Services to be provided by Contractor. Provider will conduct a speech & language evaluation  
\_\_\_\_\_ at  
\_\_\_\_\_.

Location

2. Term. Contractor shall provide services under this Agreement on  
During 2017-18 School year, \_\_\_\_\_.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed Nine Hundred  
Dollars (\$ 900.00). District shall pay Contractor within 15 days of receipt of  
invoice by Business Services.

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

5. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment,  
supplies and other items necessary to complete the services to be provided pursuant to this  
Agreement, except as follows:  
N/A

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
10. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
<b>NATIONAL SCHOOL DISTRICT</b>		<b>CONTRACTOR</b>		
<hr/> Signature of Authorized Agent Chris Carson		<hr/> Signature of Authorized Agent Kara Dodds		
<hr/> Typed or Printed Name Assist. Superintendent, Business Services		<hr/> Typed Name		
<hr/> Title		<hr/> Social Security or Taxpayer I. D. No.		
<b>Board Approval Date:</b> 02/28/18		(619) 692-0622		
		(Area Code) Telephone Number		

February 28, 2018

Agenda Item: **16.C. Approve Non-Public School Master Contracts and Individual Services Agreements #CT3477 and #CT3480 with Aseltine School to provide the educational programs.**

Speaker: Paula Jameson-Whitney Assistant Superintendent, Educational Services

Quick Summary / Abstract: Students have qualified for special education services under the Individuals with Disabilities Educational Act (IDEA). Members of the IEP teams for the respective students have determined that the specialized programs provided at a non-public school will best meet their educational and emotional needs. Aseltine School has an appropriate program designed to meet the unique needs of these students.

Comments: The inclusive (all services and supports) per diem rate for this program is \$205.57. The total cost of the program for the two students will not exceed \$47,000. The District does not qualify for any State reimbursement of the tuition cost because these students live with parents who are residents of National City.

Recommended Motion: Approve Non-Public School Master Contract with Aseltine School and Individual Services Agreement #CT3477 to provide the educational programs.

Financial Impact: Contract costs: Not to exceed \$47,000  
Additional Staffing costs: \$0  
Other costs: \$0  
Annual cost  
Special Education Funds

Attachments:  
CT3477 & CT3480



## San Diego County Nonpublic Master Contract

## Appendix A: Schools

2017-2018

## INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on March 1, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201\_\_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic School Aseltine School

LEA Case Manager: Name Meghann O'Connor Phone Number (619) 336-7740

Pupil Name \_\_\_\_\_ Sex: M F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

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

DOB \_\_\_\_\_ Residential Setting: Home Foster LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

## AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year  
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

- A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 205.57  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 88 x Daily Rate 205.57 = PROJECTED BASIC EDUCATION COSTS (A) 18,090.16

## B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

**San Diego County Nonpublic Master Contract**  
**Appendix A: Schools**  
**2017-2018**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities - Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							



**San Diego County Nonpublic Master Contract**  
**Appendix A: Schools**  
**2017-2018**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

# San Diego County Nonpublic Master Contract

## Appendix A: Schools

2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	22.00/one way	As needed	
Bus Passes		X		As needed	36.00/youth/ 72.00 adult		

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

### 4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

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

\_\_\_\_\_  
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Name of Nonpublic School)

\_\_\_\_\_  
(Name of School District)

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

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

February 28, 2018

Agenda Item: **17. HUMAN RESOURCES**

Agenda Item: **17.A. Approve Proposed Job Descriptions as attached.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: In October of 2017, AB 670 was passed, which stated that playground supervisors shall be known as classified service as of January 1, 2018. National School District has worked collaboratively with the California School Employee Association (CSEA) and its National Chapter 206 to create a job description. During this negotiation session, we also created the job description for the Transportation Student Attendant position.

Comments: The District has developed a job description for the Campus Student Supervisor Position and Transportation Student Attendant.

Recommended Motion: Approve Proposed Job Descriptions as attached.

Attachments:  
Campus Student Supervisor Job Description  
Transportation Student Attendant Job Description

**JOB DESCRIPTION**  
**National School District**

**Campus Student Supervisor**

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**Purpose Statement:**

Under the direction of the site administrator or designee, the job of "Campus Student Supervisor" is done for the purpose/s of providing for the safety and welfare of students during non-instructional activities; communicating observations and incidents that may impact a student's development or general wellbeing to other school personnel; assist in general supervision of students in special activities as required (i.e. crosswalk, bus zone, assemblies and extra activities), assists in cleaning all student eating areas and provides appropriate emergency care as may be necessary.

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**Essential Functions**

- **Administers** first aid for the purpose of providing emergency care.
- **Assists** students during transit to and from the cafeteria and playground for the purpose of ensuring student safety.
- **Maintains** eating areas for the purpose of providing a clean and healthy environment for students. Duties would include disinfect and clean the tables and counters, assist in spot mopping cafeteria area, keep debris off floor and under tables, assists in trash bag change and disposal during breakfast and lunch, and wiping spills.
- **Monitors** students during before and after school, breakfast, lunch periods and recesses within a variety of school environments, (e.g. cafeteria, restrooms, playgrounds, hallways, classrooms, bus stops, pick-up and drop-off areas, crosswalks, parking lots, etc.) for the purpose of providing for the safety and welfare of students.
- **Reports** observations and incidents to appropriate school personnel relating to specific students (i.e. discipline, accidents, illnesses, etc.) for the purpose of communicating information to teachers, parents and administration.
- **Supervises** safe use of playground equipment for the purpose of providing a safe & healthy environment for students.

**Other Job Functions**

**Assists** other personnel as may be required for the purpose of supporting them in the completion of their work activities.

**Facilitates** games and other activities among students for the purpose of providing age appropriate activities.

**Performs** other related duties and assignments as required.

**Job Requirements: Minimum Qualifications**

**Skills, Knowledge and Abilities**

Working knowledge of basic written and spoken English.

Knowledge of playground safety, student safety and basic first aid.

Abilities to stand and walk for prolonged periods, use of a two-way radio and follow protocols and procedures. Significant physical abilities include stooping, lifting, talking/hearing and far visual acuity/depth perception.

### **Responsibility**

Responsibilities include working under limited supervision following standardized practices and/or methods.

### **Working Environment**

Work is performed primarily on school campus environment; Generally, the job requires 25% walking and 75% standing. Ability to withstand exposure to adverse weather conditions.

**Experience** Job related experience is desired.

**Education** High School diploma or equivalent preferred.

### **Required Testing**

Pre-Employment Drug Screening  
Pre-Placement Physical Exam

### **Certificates & Licenses**

None Specified

### **Continuing Ed/Training**

None Specified

### **Clearances**

Criminal Justice/Fingerprint Clearance  
Tuberculosis Clearance

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### **FLSA Status**

Non-Exempt

### **Approval Date**

### **Salary Grade**

Clisd 8

**JOB DESCRIPTION**  
**National School District**

**Transportation Student Attendant**

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**Purpose Statement:**

Under the general supervision of the Director of Transportation, designee, and/or assigned school bus driver, assists in the care and supervision of pupils with/without disabilities; assists pupils in boarding and deboarding a school bus/vehicle; assures the safety of pupils; maintains appropriate order and conduct on the bus; monitors/responds to pupil's healthcare issues.

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**Essential Functions**

- Assists bus driver in maintaining order and discipline on the bus for the purpose of ensuring safety and well-being of pupils.
- Assists with/without disabilities on and off the bus and may be required to lift/assist pupils with mobility limitations.
- Ascertains that all pupils are safely seated according to instructions and regulations as determined by the Transportation Department.
- Ensures that all personal belongings/equipment of pupils, such as crutches, wheelchairs, books, lunches, etc., are properly and safely secured during transit.
- Monitors each pupil's behavior and maintains a quiet orderly atmosphere on the bus at all times to ensure the safety is secured during transit.
- Monitors safety and well-being of all pupils.
- Establishes and maintains cooperative and effective relationships with others.
- Reports incidents to the driver and alerts the Transportation Department of special problems or significant needs of pupils.
- Assists in instruction of pupils regarding proper bus behavior and emergency procedures.
- Administers first aid according to established guidelines.

**Other Functions**

- Assists other personnel for the purpose of supporting them in the completion of their work activities.
- Attends meetings and in-service trainings for the purpose of conveying and/or gathering information required to perform functions.

**Job Requirements: Minimum Qualifications**

**Skills, Knowledge and Abilities**

Working knowledge of basic written and spoken English.

Skills to provide for special health care of needs of students, communicate effectively with students and caregivers.

Knowledge of policies and procedures of the Transportation Department.

**Responsibility**

Responsibilities include working effectively to apply District policies and procedures related to transportation of students.

**Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: climbing/balancing, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; talking/hearing conversations, near/far visual acuity/depth and significant fine finger dexterity. Generally, the job requires 10% sitting, 30% walking, and 60% standing. This job is performed in a generally clean and healthy environment.

**Experience**                      Job related experience is desired.

**Education**                      High School diploma or equivalent preferred.

**Required Testing**

Pre-Employment Drug Screening  
Pre-Placement Physical Exam

**Certificates & Licenses**

First Aide Certificate

**Continuing Education**

**Training**

None Specified

**Clearances**

Criminal Justice/Fingerprint Clearance  
Tuberculosis Clearance

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**FLSA Status**

Non-Exempt

**Approval Date**

**Salary Grade**

Clssf 8

February 28, 2018

Agenda Item: **17.B. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the National City Elementary Teachers Association to open for the 2018-2019 School Year.**

Speaker: Leticia Hernandez, Director of 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 Board's adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives.

Attachments:  
NSD Proposal



Initial Proposal from the National School District to the NCETA  
**February 28, 2018**

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 et seq.), the National School District “sunshines” the following articles for the collective bargaining with the National City Elementary Teachers Association.

Article #	Article	Sunshine Proposal
1	Definition of Terms	NSD wishes to open this article to change and add language: severely handicapped, non-severely handicapped, add Specialized Academic Instruction Provider
2	Recognition	Current Contract Language
3	Preschool Teachers Special Provisions	NSD wishes to open this article to change language: 2008-2009
4	Organizational Security and Association Rights	Current Contract Language
5	Negotiations Procedure	Current Contract Language
6	Hours of Employment	NSD wishes to open this article to change language: Planning and Preparation Days, Occasions, Work day hours
7	Transfer and Reassignment	NSD wishes to open this article to clarify language: Assistant Superintendent of Human Resources to Designee
8	Leaves	NSD wishes to open this article to add language: Incentive for attendance
9	Safety Conditions of Employment	Current Contract Language
10	Class Size	NSD wishes to open this article to do minor clean up language and dates: Paragraph 2
11	Evaluation Procedures	Current Contract Language
12	Grievance Procedure	Current Contract Language

13	Part-Time Employment	NSD wishes to open this article to clarify and add language: Clarify Paragraph 1 to match language in other sections of the contract, add professional learning in F.
14	Health and Welfare Benefits	Current Contract Language
15	Salaries	NSD wishes to add and clarify language in stipend section: BCLAD, National Board Certification, Fix misspelling in A., change Assistant Superintendent of Human Resources to Designee.
16	Management Rights	Current Contract Language
17	No Strike-No Lockout	Current Contract Language
18	Effect of Agreement	NSD wishes to open this article to change language: Delete and modify dates and language
19	Special Education	NSD wishes to open this article to clarify and change language: 4. Mainstreaming
20	Peer Assistance and Review (PAR)	NSD wishes to open this article to delete language: G. Delete years
21	Discipline Procedure	Current Contract Language
22	Summer School	Current Contract Language
23	Inclement Weather or Other Acts of Nature	NSD wishes to open this article to delete the dates. (Last sentence in provision B)

February 28, 2018

Agenda Item: **18. BUSINESS SERVICES**

Agenda Item: **18.A. Approve Compensation Agreement with the City of National City for the sale of property retained for future development.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This property was owned by the former City of National City Redevelopment Agency (RDA). Upon execution of this Compensation Agreement by all parties, the City of National City will be able to sell the property located at 130 East 8th Street, National City, CA APN #556-472-26. As specified in the agreement, upon the sale of the property, the City will distribute the net proceeds in proportion to each agency's share of the property tax pursuant to Health and Safety Code Section 34188.

The sale of the property is for \$520,000. There are \$24,700 in agreed upon costs on the sale of the property, resulting in a net amount received of \$495,300. These net proceeds are then given to the San Diego County Auditor-Controller for distribution to the taxing entities, in accordance with each entity's pro rata share of the tax base. The National School District's pro rata share of the property tax base is 28.819989%.

Comments: As part of the Budget Control Act of 2011, and in order to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's more than 400 Redevelopment Agencies (RDAs). The RDAs were officially dissolved as of February 1, 2012 and the resulting property tax revenues are being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues are being allocated to cities, counties, special districts, and school districts. AB 26X, as subsequently amended by AB 1484 and SB 107 (collectively, the Dissolution Act), requires that Successor Agencies be formed to wind down the former RDA functions, and the Successor Agencies prepare long-range property management plans that govern the disposition and use of the former RDAs real property.

The Successor Agency to the City of National City RDA is responsible for winding down the affairs of the former City of National City RDA. The Successor Agency prepared, and its Oversight Board and the California Department of Finance approved, a long-range property management plan (LRPMP) that governs the disposition of and use of the RDAs real property.

The LRPMP identified one property that would be sold outright by the Successor Agency, 15 parcels that would be transferred to the City for government use, and 18 parcels that would be transferred to the City for future development. Formal action to transfer these parcels to the City took place during the City Council's regular meeting on May 17, 2016. With respect to the 18 future development parcels, the City expects to sell these properties via an orderly process and with the intent to maximize the value.

Recommended Motion: Approve Compensation Agreement with the City of National City for the sale of property retained for future development.

February 28, 2018

Financial Impact:   \$142,745.41  
                          One time revenue  
                          General Fund

Attachments:  
Compensation Agreement

**COMPENSATION AGREEMENT REGARDING LONG RANGE  
PROPERTY MANAGEMENT PLAN PROPERTY RETAINED BY  
THE CITY OF NATIONAL CITY FOR FUTURE DEVELOPMENT  
(130 East 8<sup>th</sup> Street, National City, CA  
APN # 556-472-26)**

This Compensation Agreement (“Agreement”), dated as of \_\_\_\_\_, 2017 (“Effective Date”), is entered into by and among the City of National City (“City”), the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Superintendent of Schools, and the San Diego County Water Authority (collectively referred to as “Taxing Entities”), on the basis of the following facts, understandings, and intentions of the parties:

**RECITALS**

- A. Assembly Bill 26X, as amended by AB 1484, SB 107, and other statutes, together, being referenced below as the “Dissolution Act” dissolved redevelopment agencies and required successor agencies to wind down redevelopment agencies’ affairs.
- B. Pursuant to the Dissolution Act, all real property owned by the dissolved National City Redevelopment Agency was transferred to the control of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“Successor Agency”).
- C. Health and Safety Code Section 34191.5(b) requires a successor agency to prepare a long- range property management plan (“LRPMP”) that addresses the disposition and use of the real properties of the former redevelopment agency within six months of receiving a “finding of completion”.
- D. Health and Safety Code Section 34191.5(b) also requires the Successor Agency to submit the LRPMP to its Oversight Board and the California Department of Finance (“DOF”) for approval.
- E. On December 30, 2015, DOF approved a revised LRPMP which was prepared by the Successor Agency (“Revised LRPMP”).
- F. DOF’s letter to the Successor Agency approving the Revised LRPMP provides that “[p]ursuant to HSC section 34191.3(a) the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.”

- G. The Revised LRPMP provides that eighteen (18) County Assessor parcels will be transferred to and retained by the City for future development (each individually a “Future Development Parcel”). One Future Development Parcel is that certain real property located at 130 East 8<sup>th</sup> Street, National City, California, APN #556-472-26 (“Property”).
- H. The City has entered into an Exclusive Negotiating Agreement dated as of June 20, 2017 (“ENA”), pursuant to which the City will negotiate with IDNP Holdings, LLC, a California limited liability company (“Developer”), in accordance with the terms and conditions of the ENA.
- I. On October 23, 2017 the Developer submitted a Letter of Intent providing that the Developer shall pay the City Five Hundred Twenty Thousand and No/100 Dollars (\$520,000) as the purchase price for the Property, which is the fair market value of the Property as of September 19, 2017, pursuant to that certain appraisal report conducted by Brad Woodall of Brad C. Woodall, MAI.
- J. The Revised LRPMP provides that in connection with the Property, the City shall enter into a compensation agreement with the affected taxing entities. This Agreement is the compensation agreement referenced in the Revised LRPMP with respect to the Property.
- K. Health and Safety Code Section 34180(f) provides that if a city wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.
- L. The parties recognize that real property is unique, and accordingly, agree that the provisions of this Agreement shall not establish a precedent with respect to properties to be disposed of in the future by the City of National City.

NOW, THEREFORE, the parties agree as follows:

Section 1. Allocation of Sale Proceeds from Sale of Property.

The parties agree that pursuant to the Letter of Intent, the City will distribute \$495,300.00 (\$520,000 less \$24,700 in agreed upon costs illustrated on Table 1 on the following page) within 30 days after the close of escrow to the Taxing Entities in proportion to each agency’s share of the base property tax as determined pursuant to Health and Safety Code Section 34188 and by the County’s Auditor and Controller as set

forth in table 2 on the following page:

Table 1: Agreed Upon Costs for Sale of the Property

Estimated Escrow Fees/ Closing Costs	\$4,000
Estimated Public Notice	\$800
Estimated Economic Opportunity Report	\$3,500
Phase I Environmental Report	\$5,500
Appraisal Report	\$3,500
Estimated Maintenance Costs	\$2,000
Estimated Management Costs	\$2,900
Estimated Legal Fees	\$2,500
<b>TOTAL ESTIMATED COSTS</b>	<b>\$24,700</b>

<b>TABLE 2: IMPACTED TAXING ENTITIES</b>	<b>FUND IMPACT RATIOS</b>
<b>Fund Name</b>	
COUNTY OF SAN DIEGO (County General)	<i>0. 14985901</i>
NATIONAL SCHOOL DISTRICT	<i>0. 28819989</i>
SWEETWATER UNION HIGH SCHOOL DISTRICT	<i>0. 17634280</i>
SOUTHWESTERN COLLEGE	<i>0. 04751699</i>
SAN DIEGO COUNTY OFFICE OF EDUCATION	<i>0. 02115941</i>
EDUCATIONAL REVENUE AUGMENTATION FUND	<i>0. 13305549</i>
CITY OF NATIONAL CITY	<i>0. 17992109</i>
SAN DIEGO COUNTY WATER AUTHORITY	<i>0. 00394531</i>
<b>TOTAL</b>	<b>1.00000000</b>

Section 2. Condition Precedent.

Any duty imposed on the City by this Agreement is based upon the consummation

of the sale of the Property in accordance with the Purchase Agreement. No representations or assurances are made by the City as to when, if ever, the sale will be consummated.

Section 3. Effective Date and Term.

This Agreement shall be effective from the Effective Date specified above and shall remain in effect until the provisions of Section 1 above are fully performed or the Purchase Agreement is terminated, whichever occurs first.

Notwithstanding any other provision of this Agreement or the Revised LRPMP, a party may terminate this Agreement upon written notice to the other parties if a court order, legislation, or DOF policy reverses the requirement or need for this Agreement (an “Early Termination”). An Early Termination shall become effective five (5) days after the terminating party delivers the required notice to the other parties in accordance with this Agreement. Upon effectiveness of an Early Termination, no party shall have any further rights or obligations under this Agreement. An Early Termination shall not be permissible if the net sale proceeds from the sale of the Property have already been distributed in accordance with this Agreement. Notwithstanding any other provision contained herein, once the City makes a payment to a taxing entity, the payment is irrevocable.

Section 4. Miscellaneous Provisions.

a. Notices. All notices, statements, or other communications made pursuant to this Agreement to another party or parties shall be in writing and addressed to the applicable party at the address listed on Exhibit A, which is attached hereto and incorporated herein by this reference. All such notices shall be sent by: (1) personal delivery, in which case notice is effective upon delivery; (2) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (3) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service. Any party may change its address for notice purposes by written notice to the other parties prepared and delivered in accordance with the provisions of this Section.

b. No Third Party Beneficiaries. No person or entity other than the parties and their successors and assigns shall have any right under this Agreement.

c. State Law; Venue. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Diego County, California or in the Federal District Court for the Southern District of California.



d. Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the parties hereto.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other parties. Any executed counterpart of this Agreement shall be deemed as binding as if an originally signed counterpart was delivered.

f. Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement, including, without limitation if any legal action is brought by any party because of a breach of this Agreement or to enforce a provision of this Agreement.

g. No Partnership. Nothing contained in this Agreement shall be construed to constitute any party as a partner, employee, joint venturer, or agent of any other party.

h. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The parties agree that this Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all parties had prepared it.

i. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

j. Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

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[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

CITY OF NATIONAL CITY

By: \_\_\_\_\_

Name: Leslie Deese

Title: City Manager

ATTEST:

By: \_\_\_\_\_

Name: Mike Dalla

Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Angil P. Morris-Jones

Title: City Attorney

[remainder of page left intentionally blank]

[signatures on following pages]

COUNTY OF SAN DIEGO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[signatures on following pages]

NATIONAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[signatures on following pages]

SWEETWATER UNION HIGH SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[signatures on following pages]

SOUTHWESTERN COLLEGE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[signatures on following pages]

SAN DIEGO COUNTY OFFICE OF EDUCATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[signatures on following page]

SAN DIEGO COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT A

### LIST OF NOTICE ADDRESSES OF PARTIES

City of National City: City of National City  
1243 National City Boulevard  
National City, California 91950  
Attention: Leslie Deese, City Manager

With a Copy to: City of National City  
Office of the City Attorney  
1243 National City Boulevard  
National City, California 91950  
Attn: Angil P. Morris-Jones, City Attorney

County of San Diego: County of San Diego  
1600 Pacific Highway  
Room \_\_\_\_  
San Diego, CA 92101  
Attn: Brian Hagerty, Group Finance Director

National School District: National School District  
1500 N Avenue  
National City, CA 91950  
Attn: Christopher Carson,  
Asst. Superintendent of Business Services

Sweetwater Union High School District:  
Sweetwater Union High School District  
1130 Fifth Ave  
Chula Vista, CA 91911  
Attn: Karen Michel, Chief Financial Officer

Southwestern College: Southwestern College  
900 Otay Lake Road  
Chula Vista, CA 91910  
Attn: Tim Flood,  
VP of Business and Financial Affairs

San Diego County Office of Education:  
San Diego County Office of Education  
6401 Linda Vista Road  
San Diego, CA 92111  
Attn: Paul Gothold, Ed.D.,  
County Superintendent of Schools

San Diego County Water Authority:  
San Diego County Water Authority  
4677 Overland Avenue  
San Diego, CA 92123  
Attn: Christopher Woidzik, Controller

February 28, 2018

Agenda Item: **18.B. Accept Gifts**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$678.20 from CEC Entertainment, Inc. to Olivewood School for field trip transportation.
2. \$27.00 from TRUIST to El Toyon School for school supplies, needs or incentives.
3. \$35.00 from Mission Federal Credit Union to El Toyon School for school supplies, needs or incentives.
4. \$200.00 from Friends of Balboa Park to Lincoln Acres School for field trip transportation.
5. \$270.50 from Change4Schools LLC to Olivewood School for school supplies and needs.
6. \$438.46 from JIPC Ventures, Inc. to Olivewood School for Sixth Grade Camp.
7. \$1,000.00 from University of Notre Dame to Lincoln Acres School for supplies for STEAM activities.
8. \$311.80 from Box Tops for Education to Central School for school supplies or incentives.
9. \$150.00 from John Otis PTA to John Otis School for Sixth Grade Camp.

Quick Summary / Abstract:

- CEC Entertainment, Inc. is a community partner with an interest in supporting youth.
- TRUIST is a payroll giving program which facilitates the receiving of donations for charities and non-profit organizations.
- Mission Federal Credit Union is a community partner with an interest in supporting local youth.
- Friends of Balboa Park is an organization that assists with field trip funding for Title 1 schools.
- Change4Schools LLC is local community partner who supports youth.
- JIPC Ventures Inc. is a community partner with an interest in supporting local youth.
- University of Notre Dame is a university with an interest in promoting the STEAM Program.
- Box Tops for Education is one of the nation's largest school fundraising loyalty programs.
- John Otis PTA works throughout the year to support various programs at John Otis School and National School District.

Comments: National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended Motion: Accept Gifts

February 28, 2018

Agenda Item: **19. BOARD WORKSHOP**

Quick Summary / None  
Abstract:

February 28, 2018

Agenda Item: **20. BOARD/CABINET COMMUNICATIONS**

February 28, 2018

Agenda Item:       **21. ADJOURNMENT**