



Governing Board Agenda

March 14, 2018

Welcome

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

Our Governance Team

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

Barbara Avalos, Member

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

Maria Betancourt-Castañeda, President

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

Leighangela Brady, Secretary

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

Brian Clapper, Member

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

Maria Dalla, Member

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

Alma Sarmiento, Clerk

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans With Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, March 14, 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

March 14, 2018

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board
President

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

3. ADJOURN TO CLOSED SESSION

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

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

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Central School students highlighting the use of storytelling through animation.

Vanessa Lerma,
Principal, Central
School & Maria Dalla,
Board Member

March 14, 2018

9.B. Recognize Mrs. Lydia Salas, Central School, as the National School District Volunteer of the Month for March 2018. Vanessa Lerma,
Principal, Central
School & Barbara
Avalos, Board Member

9.C. Recognize Mrs. Rosa Lopez, School Counselor, John Otis School, as National School District Employee of the Month for March 2018. Felipe De La Peña,
Principal, John Otis
School & Brian
Clapper, Board
Member

9.D. Introduce and welcome the new employees. Leticia Hernandez,
Director, Human
Resources

9.E. Single Plan for Student Achievement Presentations from Central, El Toyon, Kimball, Las Palmas, Lincoln Acres, and Olivewood Schools. Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

10. PUBLIC COMMUNICATIONS

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Maria Betancourt-
Castañeda, Board
President

11. AGENDA

11.A. Approve agenda. Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Betancourt-
Castañeda, Board
President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on February 28, 2018. Leighangela Brady,
Superintendent

12.A.II. Approve the minutes of the Special Board Meeting held on March 1, 2018. Leighangela Brady,
Superintendent

March 14, 2018

12.B. Administration

12.B.I. Adopt Resolution #17-18.16 declaring the month of April 2018 as Public Schools Month and the week of April 9 through April 13, 2018, as Public Schools Week.	Leighangela Brady, Superintendent
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12.C. Human Resources

12.C.I. Ratify/approve recommended actions in personnel activity list.	Leticia Hernandez, Director, Human Resources
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12.C.II. The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Director, Human Resources.	Leticia Hernandez, Director, Human Resources
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12.D. Educational Services

12.D.I. Approve Contract #CT3479 with Family Vision Care to provide an updated vision therapy assessment.	Paula Jameson- Whitney, Assistant Superintendent, Educational Services
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12.E. Business Services

12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for work to be done for facility projects scheduled during June 2018, and continuing into the 2018-19 school year.	Christopher Carson, Assistant Superintendent, Business Services
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12.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.	Christopher Carson, Assistant Superintendent, Business Services
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13. GENERAL FUNCTIONS

13.A. Approve Consultant Contract #CT3483 with California School Boards Association to conduct a Board Self-Evaluation and governance workshop.	Leighangela Brady, Superintendent
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14. EDUCATIONAL SERVICES

14.A. Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Literature/Theater arts assemblies for all students at Ira Harbison School.	Paula Jameson- Whitney, Assistant Superintendent, Educational Services
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March 14, 2018

14.B. Approve Memorandum of Agreement #CT3478 between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies for reimbursement of transportation costs associated with the transportation of foster youth to their schools of origin.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES

15.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from California School Employees Association (CSEA), Chapter 206, to the National School District for the 2018-2019 school year.

Leticia Hernandez, Director of Human Resources

15.B. Amend Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to reflect correct contract costs for disability interactive process services, essential functions job analyses and human resources consulting and training.

Leticia Hernandez, Director, Human Resources

15.C. Approve Transportation Student Attendant job description.

Leticia Hernandez, Director of Human Resources

16. BUSINESS SERVICES

16.A. Revoke Authority Granted Under Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts.

Christopher Carson, Assistant Superintendent, Business Services

16.B. Amend Consultant Contracts #CT3453 and #CT3454 with Catholic Charities for participation in their Foster Grandparents Program.

Christopher Carson, Assistant Superintendent, Business Services

16.C. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2018 (see Exhibit B).

Christopher Carson, Assistant Superintendent, Business Services

17. BOARD WORKSHOP – None

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

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

Agenda Item: **4. CLOSED SESSION - 4:00 P.M.**

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

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Ms. Leticia Hernandez, Director-Human Resources

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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Central School students highlighting the use of storytelling through animation.**

Speaker: Vanessa Lerma, Principal, Central School & Maria Dalla, Board Member

Quick Summary / Abstract: Last year, Central partnered with Wonder Media Story Maker and Animation Now! to provide students with the opportunity to create their own live animation stories. Through this cutting-edge software, students are able to practice skills such as writing, communication, teamwork, problem-solving, as well as technical skills like editing and sound design. Tonight, some of our fourth and fifth grade students will be presenting the process they went through to create their animations and show how they used this software to create stories that reinforce our PBIS expectations at Central School.

Agenda Item:	9.B. Recognize Mrs. Lydia Salas, Central School, as the National School District Volunteer of the Month for March 2018.
Speaker:	Vanessa Lerma, Principal, Central School & Barbara Avalos, Board Member
Quick Summary / Abstract:	It has been the practice of the National School District to honor and recognize volunteerism in the District.
Comments:	Central School is pleased to recognize Mrs. Lydia Salas as the Volunteer of the Month. For the past several years, Mrs. Salas has been a fixture at Central School. She has always been very involved in her children's education and has developed strong relationships with teachers and staff. She has two students at Central School who, like their mother, are shining examples of kindness and respect. Mrs. Salas helps so many of our teachers with anything they need, be it copies, lamination, or special projects. She is always willing and able to help. In addition to donating countless hours of her time to help with school and classroom activities, Mrs. Salas also frequently donates supplies and snacks for the students at Central School. Central recently had its Read Across America event and Mrs. Salas helped decorate every classroom door in preparation for the event. Whenever help is needed, Mrs. Salas is there!

Agenda Item: **9.C. Recognize Mrs. Rosa Lopez, School Counselor, John Otis School, as National School District Employee of the Month for March 2018.**

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

Quick Summary / Abstract: John Otis School would like to recognize Rosa Lopez, School Counselor as the Employee of the Month.

Comments: Mrs. Lopez is a dedicated, caring and essential employee at John Otis Elementary School. She has been serving the John Otis community for the last five years. During this time, she has created strong bonds with our families and students.

As an advocate for students, she always puts our students first and often drops whatever she's doing to support and care for a student in need. She works hard to promote PBIS on campus and recently organized the Great Kindness Challenge.

Mrs. Lopez also works very closely with all teachers and Student Support Services personnel. She eagerly reaches out to our newly hired teachers to provide them with the tools and strategies they need to work not only with Tier I students, but Tier II students as well.

Mrs. Lopez is a valuable member of our Student Support Services team who puts students first, will do whatever it takes and always focuses on making each and every relationship matter. In addition to her invaluable contributions to John Otis School, Mrs. Lopez also serves the Palmer Way School community.

We are very proud of Mrs. Lopez as she is being recognized as the National School District's Employee of the Month. Congratulations Mrs. Lopez!

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

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary /
Abstract: The employees on the attached list were approved at the February 28, 2018 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 3/14/18		
Name	Position	Location
Sebastian Medina	Instructional Assistant – Health Care	Lincoln Acres School

Agenda Item:	9.E. Single Plan for Student Achievement Presentations from Central, El Toyon, Kimball, Las Palmas, Lincoln Acres, and Olivewood 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.

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

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

Speaker: Maria Betancourt-Castañeda, Board President

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

Recommended
Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on February 28, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 02/28/2018

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

February 28, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 4:04 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:04 p.m. to 6:03 p.m.

Prior to adjourning the meeting, Board President, Maria Betancourt-Castañeda, announced that in Closed Session the Governing Board voted unanimously to release employee number 618707 from position prior to completion of probationary period.

Board President, Maria Betancourt-Castañeda, announced that in Closed Session the Governing Board voted unanimously to reject claim #20180131A filed on January 31, 2018.

Board President, Maria Betancourt-Castañeda, announced that in accordance with Government Code Section 54957.1 (a)(2), which is a provision in the Ralph M. Brown Act, the Governing Board in closed session took action by a 5-0 vote to approve the initiation of a legal action by legal counsel for the District - Currier & Hudson. If the action is formally commenced, the action and defendant will be disclosed.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

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

7. PLEDGE OF ALLEGIANCE

Olivewood Student, Yesenia Delgado, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Presentation by Olivewood School students regarding Positive Behavior Intervention and Supports.

Students from Olivewood School gave a presentation on Positive Behavior Intervention and Supports.

On behalf of the Governing Board, Ms. Alma Sarmiento, presented each of the students with a certificate, book and bookmark.

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

Item postponed to a future meeting.

9.C. 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.D. Presentation of award from the OneSight Organization to the National School District Governing Board.

Ms. Katie Filzenger and Mr. Vince Reynolds presented the Governing Board with an award of excellence from the OneSight Organization.

9.E. Presentation regarding Read Across America celebration by representatives of NCETA.

Ms. Christina Benson gave a presentation regarding Read Across America.

9.F. Single Plan for Student Achievement Presentations from Ira Harbison, John Otis, Palmer Way and Rancho de la Nación Schools.

Principals and parents from Ira Harbison, John Otis, Palmer Way and Rancho de la Nación Schools gave a presentation regarding their Single Plan for Student Achievement.

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

Mr. Christopher Carson gave a presentation on the Governor's January Budget Proposal and potential impacts on the National School District.

10. RECESS

Board President, Maria Betancourt-Castañeda, called for a brief recess at 8:14 p.m.

Board President, Maria Betancourt-Castañeda, reconvened the public meeting at 8:25 p.m.

11. PUBLIC COMMUNICATIONS

Mr. Fernando Mendez, parent, spoke regarding the school principal replacement.

Ms. Jacqueline Thompson, NCETA, spoke on behalf of Ms. Jeannene Smith, NCETA, regarding the dual language program.

Ms. Esther Bueno, student, spoke in support of teachers.

Ms. Cecilia Leon, parent, spoke in support of teachers.

Ms. Sally Stump, NCETA, spoke regarding workload.

Ms. Gisela Marable, NCETA, spoke regarding the dual language program.

Ms. Ernestina Ramos, NCETA, spoke regarding retirement.

Ms. Thelma Sanchez, community member, spoke in support of teachers.

Ms. Maria Kuz, NCETA, spoke regarding curriculum.

Mr. Jonathan Isaacs, NCETA, spoke regarding curriculum. He deferred his remaining time to Mr. Fernando Mendez.

Mr. Fernando Mendez, parent, spoke in support of teachers.

Ms. Amy Wert, NCETA, spoke regarding benefits.

Ms. Isis Femat, NCETA, deferred her time to Ms. Wendy Schulien.

Ms. Wendy Schulien, NCETA, spoke regarding negotiations.

Ms. Cheryl Howrey-Colmenero, community member, spoke in support of teachers.

Ms. Dulce Velasquez, student, spoke in support of teachers.

Ms. Martha Velasquez, community member, spoke in support of teachers.

Ms. Mona Ribada, CSEA, spoke regarding noon supervisors and bus aides.

Ms. Jean Howard, NCETA, read a letter from Ms. Rachel Stewart, parent, in support of teachers.

Ms. Herlinda Tafolla, parent, spoke in support of teachers.

Ms. Rosario Child, community member, spoke in support of teachers.

12. AGENDA

12.A. Approve agenda.

Motion Passed: Approve agenda Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

13. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar with correction to item 16.B of the February 14 minutes Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

13.A. Minutes

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

Corrected minutes to reflect the following:

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. San Diego State University recently doubled the number of semester units required for student teachers from 12 to 24. This increase in required teaching hours needed to earn the additional semester units will also increase the revenue received by National School District.

13.B. Administration

13.C. Human Resources

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

13.C.II. The employee resignations/retirements on the attached list were accepted by 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.

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

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 Naci n Schools and District Office.

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.

14. GENERAL FUNCTIONS

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

Motion Passed: Cast vote for Elvia Aguilar, South Bay Union School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

No Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Motion Passed: Cast vote for Barbara Avalos, National School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

No Ms. Maria Betancourt-Castañeda

No Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Motion Passed: Cast vote for Maria Betancourt-Castañeda, National School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

No Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Passed: Cast vote for Brian Clapper, National School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

No Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
No Ms. Alma Sarmiento

Motion Passed: Cast vote for Maria Dalla, National School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

Motion Passed: Cast vote for Eleanor Juanita Evans, Oceanside School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
No Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Failed: Cast vote for Armando Farias, Chula Vista Elementary School District Failed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

No Ms. Barbara Avalos
No Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
No Ms. Alma Sarmiento

Motion Passed: Cast vote for Laurie Humphrey, Chula Vista Elementary School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

No Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
No Ms. Alma Sarmiento

Motion Passed: Cast vote for Claudine Jones, Carlsbad School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
No Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Failed: Cast vote for Elva Salinas, Grossmont Union School District Failed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

No Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
No Mr. Brian Clapper
Yes Ms. Maria Dalla
No Ms. Alma Sarmiento

Motion Passed: Cast vote for Alma Sarmiento, National School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
No Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Failed: Cast vote for Debra H. Schade, Solana Beach School District Failed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
No Ms. Maria Betancourt-Castañeda
No Mr. Brian Clapper
No Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Failed: Cast vote for Marla Strich, Encinitas School District Failed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
No Ms. Maria Betancourt-Castañeda
No Mr. Brian Clapper
No Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Passed: Cast vote for Cipriano Vargas, Vista School District Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
No Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
No Ms. Maria Dalla
Yes Ms. Alma Sarmiento

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.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

No Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

No Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15. POLICIES, REGULATIONS, BYLAWS

15.A. Adopt Board Policy 5126 and Administrative Regulation 5126.

Motion Passed: Adopt Board Policy 5126 and Administrative Regulation 5126. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

16. EDUCATIONAL SERVICES

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.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Approve contract #CT3476 with Kara Dodd for an Independent Educational Evaluation for Speech/Language Evaluation Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Approve Non-Public School Master Contracts and Individual Services Agreements #CT3477 and #CT3480 with Aseltine School to provide the educational programs Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. HUMAN RESOURCES

17.A. Approve Proposed Job Descriptions as attached.

Motion Passed: Approve Proposed Campus Student Supervisor Job Description as attached Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.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.

Board President, Maria Betancourt-Castañeda opened the public hearing at 9:53 p.m.

Ms. Leticia Hernandez spoke regarding the proposal from the National School District to the National City Elementary Teachers Association to open for the 2018-2019 School Year.

Board President, Maria Betancourt-Castañeda closed the public hearing at 9:55 p.m.

18. BUSINESS SERVICES

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

Motion Passed: Approve Compensation Agreement with the City of National City for the sale of property retained for future development Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

18.B. Accept Gifts

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

19. BOARD WORKSHOP

20. BOARD/CABINET COMMUNICATIONS

Ms. Avalos shared how impressed she was with the Read Across America events this week.

Ms. Hernandez thanked the schools for their presentations.

Mr. Carson updated the Board on the work done at Palmer Way. He congratulated Ms. Jameson-Whitney on her retirement.

Ms. Jameson-Whitney thanked the Board for approving the Board Policy.

Dr. Brady congratulated Ms. Jameson-Whitney on her retirement. She congratulated Ms. Beverly Hayes for being named as ACSA Site Administrator of the Year. She also congratulated Ms. Maria Dalla on receiving the region's First Term Board Member Award and Mr. Chris Carson on receiving the Administrative Staff Member of the Year Award.

Ms. Betancourt-Castañeda congratulated Ms. Jameson-Whitney on her retirement. She thanked everyone for their presentations. She also thanked everyone for their Read Across America events.

21. ADJOURNMENT

The meeting was adjourned at 10:03 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on March 1, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Special Board Minutes - 03/01/2018

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

March 01, 2018
4:00 PM
Rancho de la Nación School
1830 E. Division Street
National City, CA 91950

Attendance Taken at 4:06 PM:

Present:

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

Absent:

Ms. Alma Sarmiento

Updated Attendance:

Ms. Alma Sarmiento was updated to present at: 5:18 PM

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 4:06 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Mrs. Yvette Olea took roll call.

4. PUBLIC COMMUNICATIONS

Ms. Tamlyn McKean, NCETA, spoke regarding the LCAP process.

5. EDUCATIONAL SERVICES

5.1. Presentation and input for National School District's Local Control Accountability Plan.

Paula Jameson-Whitney gave a presentation on the National School District Local Control Accountability Plan (LCAP). Board Members and members of the audience gave input on the LCAP.

6. ADJOURNMENT

The meeting was adjourned at 6:04 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **12.B.I. Adopt Resolution #17-18.16 declaring the month of April 2018 as Public Schools Month and the week of April 9 through April 13, 2018, as Public Schools Week.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920.

The purpose of Public Schools Month is to encourage communities and schools to set aside one week during the month as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education. Masonic Lodges in each area, together with local school districts, select a week in April that is most convenient for their local observances of Public Schools Week.

Comments: The Southwest Masonic Lodge #283 will join National School District in observance of public education the week of April 9 through April 13, 2018. The Lodge will recognize four outstanding students, two sixth grade boys and two sixth grade girls, from each school for their good citizenship by hosting a dinner celebration in the month of April for the students, teachers, principals and parents. The dinner will be held on April 13, 2018 at the Masonic Lodge, located at 12th Street and B Avenue, in National City. The Superintendent and the Governing Board are invited to attend.

Attachments:
Resolution #17-18.16

National School District

Resolution

#17-18.16

DECLARATION OF THE MONTH OF APRIL 2018 AS PUBLIC SCHOOLS MONTH AND THE WEEK OF APRIL 9 THROUGH APRIL 13, 2018 AS PUBLIC SCHOOLS WEEK

WHEREAS, it is recognized that the education provided by public schools is the foundation of our democracy; and

WHEREAS, public schools provide our young people with the educational cornerstone on which to build their dreams and hopes for the future; and

WHEREAS, public schools enable our young people to use these educational building blocks to expand their knowledge and abilities to become progressive participants in today's changing society; and

WHEREAS, the education of our young ones in our public schools has enriched our society as many have gone on to make advances in science, medicine, education, computer science and other technological fields, which have resulted in the good of mankind;

NOW, THEREFORE, in recognition of our public schools and the people who contribute to their enrichment--administrators, principals, teachers, instructional assistants, clerical staff and custodians--and the enrichment of our young people;

BE IT THEREFORE RESOLVED, that the Governing Board of the National School District designates the week of April 9 through April 13, 2018, as Public Schools Week and declares the Month of April 2018 as Public Schools Month.

Resolution #17-18.16
March 14, 2018
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 14th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

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

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

Speaker: Leticia Hernandez, Director, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
March 14, 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. Juan Ortiz	Impact Teacher Olivewood School	March 15, 2018 to June 6, 2018	Daily Impact Teacher Rate \$150 Not to exceed 134 days	Site Fund
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Release of Temporary Employment

Impact Teachers

2. Juan Ortiz	Impact Teacher	Release from temporary assignment on June 6, 2018		
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Additional Duties

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
March 14, 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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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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Temporary Employment

3. Mario Arredondo	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
4. Anette Arellano	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
5. Alan Arroyo	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
6. Gustavo Arroyo	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
7. Rubicela Ayala	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
8. Everardo, Cota	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
9. Lydia Dacumos	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
10. Christopher Diaz De Leon	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
11. Eleazar Figueroa	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations

12. Aiden Flanagan	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
13. Jorge Franco	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
14. Alfonso Gallegos	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
15. Marcela Garcia	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
16. Agustin Guzman	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
17. Fernando Hidalgo	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
18. Lorie Licudine	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
19. Mario Licudine	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
20. Eric Lopez	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
21. Gustavo Lopez	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
22. Alexander Maceda	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
23. Jaime Martinez	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
24. Linda Meraz	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations

25. Joel Palacios	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
26. Fernando Parra	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
27. Gail Phillips	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
28. Xavier Plandor	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
29. Jose Ramos	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
30. Faith Reyes	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
31. Jose Romo	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
32. Feliza Salvatierra	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
33. Gualberto Solares	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
34. Araceli Sollano	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
35. Alexei Spindell	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
36. Georgina Tovar	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
37. Francis Marie Vazquez	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations

38. Jose-Alexandro Vazquez	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
39. Isabel Vega	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
40. Daniel Villa	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations
41. Alfredo Villegas	Maintenance and Operations	March 19, 2018 – March 30, 2018	Maintenance Utility Rate \$17.01 Hourly Rate	Maintenance and Operations

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

Speaker: Leticia Hernandez, Director, Human Resources

Attachments:
Resignations/Retirements

Resignations 3/14/18			
Name	Position	Location	Effective Date
Amanda Flores	Instructional Assistant – Preschool	Central School	February 23, 2018
Rosalba Gonzalez	School Psychologist	Central School	June 6, 2018
Lisa Rodriguez	Speech Language Pathologist	Las Palmas and Rancho de la Nación Schools	June 6, 2018

Retirements 3/14/18			
Name	Position	Location	Effective Date
None			

Agenda Item:	12.D. Educational Services
Agenda Item:	12.D.I. Approve Contract #CT3479 with Family Vision Care to provide an updated vision therapy assessment.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	A National School District student, currently attending a Non-Public School is set for a re-evaluation to determine need of additional therapy.
Comments:	Family Vision Care will be providing the assessment services. They have been the provider of optometry services and vision care products in the San Diego community since 1993. They offer comprehensive vision examinations and are trained to diagnose and treat a wide array of eye diseases, conditions and problems using advanced diagnostic technology.
Financial Impact:	Contract costs: Not to exceed \$1,000 Additional staffing costs: None Other costs: None One time cost Special Education Funds
Attachments:	CT3479

Fund	Res	Goal	Function	Object	School
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Contract No. #CT3479

National School District Independent Contractor Agreement

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

Family Vision Care – Dr. Gary Sneag 4310 Genesis Ave Ste 101

Contractor

Taxpayer ID Number

Mailing Address

San Diego CA 92117, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Dr. Sneag will provide a post assessment.

(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 15, 2018, and will diligently perform as required and complete performance by June 6, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Thousand & 00/100 Dollars (\$ 1,000.00). District shall pay Contractor according to the following terms and conditions:

Family Vision Care to invoice the District

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

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

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

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

None

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

8. Confidentiality and Use of Information.

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

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

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

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

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

For Contractor: Dr. Gary Sneag
 Family Vision Care
 4310 Genesis Ave Suite 101
 San Diego, CA 92117

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 15 day of March, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Asst. Supt., Business Services

Title

Board Approval Date:

March 14, 2018

Signature of Authorized Agent

Dr. Gary Sneag

Typed Name

Social Security or Taxpayer ID

858-560-5181

(Area Code) Telephone Number

Agenda Item:	12.E. Business Services
Agenda Item:	12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for work to be done for facility projects scheduled during June 2018, and continuing into the 2018-19 school year.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	Over the course of any given school year, several facility improvement needs throughout the District must be completed. Although most of the projects may be small in size and scope, collectively the projects exceed the \$45,000 California Construction Cost Accounting Commission's (CUCCAC) threshold that requires public bidding for the work to be completed.
Comments:	<p>Below is a list of the projects scheduled to be completed during June 2018, and continuing into the 2018-19 school year:</p> <ol style="list-style-type: none"> 1. Painting, Bid #17-18-177 (may include three schools - Ira Harbison, Olivewood, John Otis) 2. Asphalt, Bid #17-18-178 (select areas at up to ten schools and District Office) 3. Flooring, Bid #17-18-179 (select rooms at up to ten schools and District Office)
Financial Impact:	<p>Advertising Costs \$2,500 Additional Staffing Costs \$0 Other Costs \$0 One Time Cost General Fund</p>

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item:	13. GENERAL FUNCTIONS
Agenda Item:	13.A. Approve Consultant Contract #CT3483 with California School Boards Association to conduct a Board Self-Evaluation and governance workshop.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>In accordance with BB9400, the Governing Board shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.</p> <p>The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy, collective bargaining and community relations. The evaluation also may address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other boardsmanship skills.</p>
Comments:	<p>Deb Dudley, Governance Consulting Services Consultant representing California School Boards Association, will facilitate this workshop.</p> <p>Deb Dudley, has been a member of the Governance Consulting team for three years. Deb as a board member on two Lake Tahoe area school districts, the Lake Tahoe Unified School District for two years, and as a board member and president of the Tahoe Truckee Unified School District for eight years.</p> <p>Deb comes to CSBA with over 20 years of experience as a board facilitator, and strategic planning consultant, in both the private and public sectors.</p>
Recommended Motion:	Approve Consultant Contract #CT3483 with California School Boards Association to conduct a Board Self-Evaluation and governance workshop.
Financial Impact:	<p>Contract costs: Not to exceed \$2,700</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$1,200 (travel expenses)</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3483

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and National School District hereinafter referred to as “District.”

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of National School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a workshop to be completed not later than June 30, 2018 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2018, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Maria Betancourt-Castañeda Board President	Leighangela Brady Superintendent	Naomi Eason, Ed.D Assistant Executive Director, Member Services
National School District	National School District	California School Boards Association
1500 N Ave National City, CA 91950	1500 N Ave National City, CA 91950	3251 Beacon Boulevard West Sacramento, CA 95691
Phone: (619) 336-7500	Phone: (619) 336-7500	Phone: (916) 669-3293 Fax: (916) 371-3407

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in 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.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

BY: _____
Maria Betancourt-Castañeda, Board President

DATED: _____

BY: _____
Leighangela Brady, Superintendent

DATED: _____

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: _____
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

DATED: _____

Agenda Item:	14. EDUCATIONAL SERVICES
Agenda Item:	14.A. Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Literature/Theater arts assemblies for all students at Ira Harbison School.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Literature Comes to Life provides interactive assemblies that support the English Language Arts standards through a Visual and Performing Arts approach. Children become storybook characters and participate in dramatization that brings beloved stories to life.
Comments:	The assembly will take place on Wednesday, April 11, 2018.
Recommended Motion:	Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Literature/Theater arts assemblies for all students at Ira Harbison School.
Financial Impact:	Contract Costs: \$795 Additional staffing costs: \$0 Other costs: \$0 One time cost Title I Funds
Attachments:	CT3472

Contract No. CT3472

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

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

Agenda Item:	14.B. Approve Memorandum of Agreement #CT3478 between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies for reimbursement of transportation costs associated with the transportation of foster youth to their schools of origin.
Speaker:	Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this item will put in place a Memorandum of Agreement (MOA) that supports the responsibilities between County of San Diego Health and Human Services Agency (HHSA), the San Diego County Office of Education, and the National School District to provide for transportation services for foster youth in our community.</p> <p>The MOA provides for a reimbursement to the District at \$3.13 per mile, when there is an additional cost to transport the child to their school of origin. This MOA will help ensure foster youth of the District are able to attend their school of origin, and the transportation services are provided at a cost effective and efficient way governed by the agreement.</p>
Comments:	<p>This MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B)), requiring:</p> <p>“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than (1) year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arrange, and funded for the duration of the time in foster care, which procedures shall:</p> <p>(i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and</p> <p>(ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation...”</p>
Recommended Motion:	Approve Memorandum of Agreement #CT3478 between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies for reimbursement of transportation costs associated with the transportation of foster youth to their schools of origin

Financial Impact: Contract costs: Reimbursement of \$3.13 per mile
 Additional staffing costs: \$0
 Other costs: \$0
 Annual reimbursement up to an annual County-Wide amount of \$350,000
 Special Education Funds

Attachments:
CT3478



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and **the San Diego County Superintendent of Schools (SDCSS) and San Diego County School Districts/Local Education Agencies (SDC LEAs)**. The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arrange, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation...”

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody and control as vested by the San Diego Superior Court.

SDCSS is an LEA under federal law and to ensure compliance with ESSA transportation to school of origin provisions has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.

SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 17 (seventeen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does not include transportation as a related service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative shall be sent to each party as follows:

<p style="text-align: center;"><u>County of San Diego</u></p> <p>Cathi Palatella, Director Child Welfare Services 8965 Balboa Avenue San Diego, CA 92123 (858) 616-5812 Cathi.Palatella@sdcounty.ca.gov</p>	<p style="text-align: center;"><u>SDCSS</u></p> <p>Michelle Lustig, Ed.D, MSW, Director SDCOE Foster Youth Services Coordination Program 6401 Linda Vista Road San Diego, CA. 92111 619-683-9340 ext. 31 mlustig@sdcoe.net</p> <p>For SDC LEA Point of Contact see http://www.sdcoe.net/student-services/student-support/fyhes/Documents/District_AB490_McKinneyVento_Liaison_List.pdf</p>
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2. Parties' Responsibilities for Sharing in Additional Costs

2.1. County

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per contract number 525896 between SDCSS and HHSA Child Welfare Services. This contract number 525896 and its terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County will ensure that a Best Interest Determination to school of origin has been made by the Education Rights Holder prior to referral to transportation services, and make a best effort to ensure the SDC LEA AB 490 Foster Care Liaison is consulted.
- 2.1.3. County will provide up to \$350,000 annually to SDCSS per contract number 525896 between HHSA Child Welfare Services and SDCSS, which SDCSS will keep in the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:
 - 2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the additional cost to transport.
 - 2.1.3.1.1. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, County

agrees to fund fifty percent of the remaining SDC LEA's additional costs.

2.1.3.2. When intra-district transportation is being provided to an eligible student County agrees to fund 50% (fifty percent) of the additional cost to transport.

2.1.4. County will conduct background clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.1.5. County will cover all costs associated with clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.2. SDCSS

2.2.1. SDCSS co-located Education Liaisons will collaborate with County on all referrals for transportation services where transportation to the school of origin creates an additional cost for the LEA.

2.2.2. SDCSS co-located Education Liaisons will meet with all caregivers and students to orient them to transportation service requirements when SDCSS contracted providers are transporting eligible students.

2.2.3. SDCSS co-located Education Liaisons will meet the student on initial day of transport when SDCSS contracted providers are transporting eligible students.

2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.

2.2.5. SDCSS will provide orientation to all transportation provider drivers.

2.2.6. SDCSS will provide a full time manager and secretarial support to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.

2.2.7. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.

2.2.8. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.

2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.

2.2.10. SDCSS will maintain all records required by the parties to this agreement.

2.2.11. SDCSS will provide quarterly reports to all parties.

- 2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.
- 2.2.13. SDCSS will convene a meeting of the parties of this agreement within 60 days of the end of the agreement term to review its implementation.
- 2.2.14. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.

2.3. SDC LEAs

- 2.3.1. SDC LEAs will collaborate with SDCSS co-located Education Liaisons to determine whether existing transportation options are available to transport a student to their school of origin, and if not, a cost effective method available to transport eligible students in foster care to school of origin and additional costs associated with doing so.
- 2.3.2. SDC LEAs will notify SDCSS co-located Education Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.
- 2.3.3. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the additional cost to transport.
- 2.3.4. When one responsible SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, the other responsible SDC LEA agrees to fund fifty percent of the remaining additional costs.
- 2.3.5. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to fund 50% (fifty percent) of the additional cost to transport.
- 2.3.6. SDC LEAs will track and communicate to SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin.
- 2.3.7. SD LEAs agree to make claims for recuperating transportation costs to SDCSS, not the County.
- 2.3.8. SDC LEAs may notify SDCSS manager of their decision to not utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age appropriate manner.

3. County Contribution to Additional Cost

Through June 30, 2019, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. LEAs agree to notify SDCSS when they incur additional cost to transport an eligible

student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2. of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

This agreement is subject to the following dispute resolution process outlined in California Education Code:

E. C 48853.5 (f) (C) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.

E. C. 48853.5 (3) (C) (11) (h) (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:

Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

5.2. Indemnity Claims Arising from Concurrent Acts or Omissions:

The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.

Indemnity Joint Defense and Reimbursement and Reallocation:

Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree

to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

6. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance With Rules And Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Information Privacy and Security Provisions:** All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of client's information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.
11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of County and **SDCSS and SDC LEAs**. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

12. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.
13. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
14. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
15. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
16. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.
- 16.1 Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:
http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>
17. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force until **June 30, 2019. Transportation services under this agreement will begin July 1, 2018.**
18. **Termination For Convenience.** Any party may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
19. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

County of San Diego

Dated: _____ By: _____
NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

Dated: _____ By: _____
NAME
Title

Additional Signatories to Agreement

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

ELEMENTARY SCHOOL DISTRICTS:

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JAMUL-DULZURA UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Paula Jameson-Whitney
Name (Type or Print)

Assist. Superintendent, Educational Servs.
Title

3/15/18
Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

HIGH SCHOOL DISTRICTS:

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

UNIFIED SCHOOL DISTRICTS:

BORREGO SPRINGS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

UNIFIED SCHOOL DISTRICTS (continued):

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

Agenda Item:	15. HUMAN RESOURCES
Agenda Item:	15.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from California School Employees Association (CSEA), Chapter 206, to the National School District for the 2018-2019 school year.
Speaker:	Leticia Hernandez, Director of Human Resources
Quick Summary / Abstract:	The Agreement between the National School District and the California School Employees Association (CSEA), Chapter 206 expires June 30, 2018. The CSEA has provided their initial proposal for a Successor Contract.
Comments:	<p>Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining," gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiation process with recognized employee organizational representatives.</p> <p>See attached proposal.</p>
Attachments:	CSEA Proposal



**California
School
Employees
Association**

6341 Nancy Ridge Drive
San Diego, CA 92121

(858) 458-0300
(800) 675-9939
FAX: (858) 677-8992

www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



February 28, 2018

Leticia Hernandez, Director of Human Resources
National School District
1500 N Avenue
National City, CA 91950

Re: Sunshine Letter

Dear Ms. Hernandez:

The following will serve as CSEA Chapter 206's sunshine proposal for the
Successor Agreement 2018-2021.

CSEA will open the following articles:

1. Article 9: Hours and Overtime
2. Article 10: Pay and Allowances
3. Article 11: Employee Expenses and Materials
4. Article 12: Health and Welfare Benefits
5. Article 18: Vacancies
6. Article 27: Term of Agreement
7. New Article: Discipline Process

The above articles are being sunshined pursuant to Government Code §3547 (a)
and CSEA Chapter # 206 is respectfully requesting this letter to be submitted to
the Board of Education for public review and comment.

Respectfully Submitted,
California School Employees Association

Joni Collins
Labor Relations Representative

C: Justin Finch, Chapter President
Diana Clayton, Regional Representative
Bea Mora, Area K Director
Leticia Munguia, Field Director
File

**The California School Employees Association
and its
National Chapter # 206
Initial Proposals for 2018-2021
Successor Agreement
to the
National School District**

Pursuant to the Educational Employees Relations Act (EERA) and Article 25.1 of the current Collective Bargaining Agreement between the National School District (“District”) and the California School Employees Association (“CSEA”) and its National Chapter #206, CSEA submits its initial proposals to meet and negotiate with the District for a new successor agreement.

Article 9 Hours and Overtime

9.12.1 Community Service Events

Add Campus Student Supervisor to language.

Add new language; If no one at said worksite elects to work the assignment, it shall be offered to other unit members within the appreciate classification (s) district wide in descending order of bargaining unit seniority until the position is filled.

Article 10 Pay and Allowances

CSEA proposes to negotiate a fair and equitable increase to the current salary schedule. If any other bargaining unit or employee group within the District receives an increase in salary the same percent shall be applied to the classified bargaining unit.

Article 11 Employee Expenses and Materials

11.4 Stipend

CSEA proposes to negotiate a monthly stipend for bargaining unit employees having to use their personal cell phone for work.

Article 12 Health and Welfare Benefits

The District shall pick up any increase cost of health and welfare benefits for the 2018-2019 school year for all employees in the bargaining unit who currently qualify for health and welfare benefits.

Article 18: Vacancies

Article 18.1 CSEA proposes new language that vacancies in the bargaining unit shall be offered first to any qualified incumbents: It is understood and agreed that any vacancy within the bargaining unit shall first be offered to all incumbents of the bargaining unit. The filling of job family vacancies will be determined by seniority first.

Article 27: Term of Agreement:

27.1 Change dates of Term of Agreement to July 1, 2018 to June 30, 2021

27.2 Change dates of Reopener Clause: On or about April 1, 2019, either CSEA or the Governing Board may reopen negotiations for the 2019-2020 school year.

27.2 Change dates of Reopener Clause: On or about April 1, 2020, either CSEA or the Governing Board may reopen negotiations for the 2020-2021 school year.

New Article: Discipline Process

CSEA proposes language that outlines steps of due process for Discipline procedure

CSEA additionally proposes the following:

1. Increase in hours for Instructional Assistants
2. The Successor Contract will be in compliance with new laws
3. Any necessary clean up language to include spelling and grammar

These shall be considered initial proposals. CSEA retains the right to amend, modify, add to or delete from these proposals at any time during the negotiation process.

Agenda Item:	15.B. Amend Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to reflect correct contract costs for disability interactive process services, essential functions job analyses and human resources consulting and training.
Speaker:	Leticia Hernandez, Director, Human Resources
Quick Summary / Abstract:	Amend annual contract, which was originally approved on August 10, 2016 and then added to the annual contract listing. The cost implications listed were listed at \$150 per hour but should have been listed at \$175 per hour. The amendment to this contract reflects the corrected hourly rate of \$175.
Comments:	Shaw HR Consulting has provided assistance with complex disability interactive processes for the District in the past. This is a process to determine reasonable accommodations for an individual with a disability in the workplace. During an interactive process there is a need to review the Essential Functions in an individual's job description. This is referred to as an Essential Functions Job Analyses. There is a need to utilize Shaw HR Consulting for services during the 2017-18 school year.
Recommended Motion:	Amend Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to reflect correct contract costs for disability interactive process services, essential functions job analyses and human resources consulting and training.
Financial Impact:	Contract costs: \$175 per hour Additional staffing costs: \$0 Other costs: \$0 Annual cost General Fund
Attachments:	CT3326

[03 - 00] [0000 - 620] [0000] [7200] [5800 - 100] [030]
Fund Res Goal Function Object School

Contract No. CT3326

National School District Independent Contractor Agreement

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

Shaw HR Consulting

107 N. Reino Road, #414

Contractor

Taxpayer ID Number

Mailing Address

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Term. Contractor shall commence providing services under this Agreement on July 1, 2017, and will diligently perform as required and complete performance by June 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One-hundred-seventy-five & 00/100 per hour Dollars (\$ 175.00 per hour). 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:

N/A

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

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

N/A

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

8. Confidentiality and Use of Information.

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

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: 107 N. Reino Road, #414
Newbury Park, CA 91320

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 15 day of March, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Christopher Carson

Typed or Printed Name

Assistant Supt., Business Services

Title

Board Approval Date: March 14, 2018

Signature of Authorized Agent

Rachel Shaw

Typed Name

Social Security or Taxpayer I. D. No.

(805) 498-9400

(Area Code) Telephone Number

Agenda Item: **15.C. Approve Transportation Student Attendant job description.**

Speaker: Leticia Hernandez, Director of Human Resources

Quick Summary /
Abstract: National School District has worked collaboratively with the California School Employee Association (CSEA) and its National Chapter 206 to create a job description for the Transportation Student Attendant. Over the last several years the need for these services for these students has been evident.

Comments: The District has developed a job description for the Transportation Student Attendant.

Recommended
Motion: Approve Transportation Student Attendant job description

Attachments:
Job Description - Transportation Student Attendant

Transportation Student Attendant

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 students with/without disabilities; assists students in boarding and deboarding a school bus/vehicle; assures the safety of students; maintains appropriate order and conduct on the bus; monitors/responds to student's healthcare issues.

Essential Functions

- Assists bus driver in maintaining order and discipline on the bus for the purpose of ensuring safety and well-being of students.
- Assists students with/without disabilities on and off the bus and may be required to lift/assist students with mobility limitations.
- Ascertains that all students are safely seated according to instructions and regulations as determined by the Transportation Department.
- Ensures that all personal belongings/equipment of students, such as crutches, wheelchairs, books, lunches, etc..., are properly and safely secured during transit.
- Monitors each student'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 students.
- 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 students.
- Assists in instruction of students 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 Aid Certificate

Continuing Education Training

None Specified

Clearances

Criminal Justice/Fingerprint Clearance
Tuberculosis Clearance

FLSA Status

Non-Exempt

Approval Date

Salary Grade

Clsfd 8

Agenda Item:	16. BUSINESS SERVICES
Agenda Item:	16.A. Revoke Authority Granted Under Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	On December 13, 2017, the Governing Board adopted this resolution authorizing emergency repairs at Palmer Way School. As of February 26, 2018, all emergency repairs have been completed as a result of the flooding caused by the Heating, Ventilation, and Air Conditioning (HVAC) chiller unit. This action will revoke the authority granted by the Governing Board under this resolution.
Comments:	<p>On Monday, December 4, 2017, Palmer Way School experienced the loss of use of eight classrooms due to flooding caused by a failed HVAC chiller unit. This loss necessitated immediate repairs to the building for educational purposes, and for the health and safety of students and staff.</p> <p>Under the California Uniform Public Construction Cost Accounting Act (CUPCCA) which governs the National School District bids, the Governing Board of the National School District may authorize District staff to contract with the proper contractors in an emergency, without letting the contracts out to bid.</p> <p>On December 13, 2017, the Governing Board adopted resolution #17-18.12, which authorized the Superintendent to award an emergency contract for public works.</p>
Recommended Motion:	Revoke Authority Granted Under Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts.
Attachments:	Resolution #17-18.12

National School District Resolution

#17-18.12

DELEGATION OF AUTHORITY IN REGARD TO AWARDING OF EMERGENCY CONTRACTS

On motion of Member Alma Sarmiento, seconded by Member Barbara Avalos, the following resolution is adopted:

WHEREAS, pursuant to Public Contract Code Section 22050 et. seq. the governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts provided that the designee complies with the conditions set forth in the code; and

WHEREAS, Public Contract Code Section 20112 requires the Board to advertise for bids for public projects by publishing a notice calling for bids at least once a week for two consecutive weeks in a newspaper of general circulation published within the District; and

WHEREAS, from time to time emergencies arise necessitating awarding of a contract without competitive bidding to permit the continuance of existing school classes or to avoid danger to life or property; and

WHEREAS, the Board desires to delegate to District staff certain authority in regard to contracting for emergency public works projects.

NOW, THEREFORE, the Board does hereby determine, resolve, and order as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Board hereby delegates the authority and discretion to the Superintendent to award emergency contracts for public works without competitive bidding.

Section 3. If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

Section 4. If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

Section 5. When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

Section 6. This Resolution shall take effect immediately and shall remain in effect until the project outlined in Item 19.B of the Board agenda dated December 13, 2017 is completed.

PASSED AND ADOPTED by the Governing Board of the National School District at National City, California, on this 13th day of December, by the following vote:

AYES: Avalos, Betancourt-Castañeda, Clapper, Dalla, Sarmiento

NOES: None

ABSTAIN: None

ABSENT: None

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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


Secretary to the Governing Board

Agenda Item: **16.B. Amend Consultant Contracts #CT3453 and #CT3454 with Catholic Charities for participation in their Foster Grandparents Program.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The amendment to Contracts #CT3453 and #CT3454 with Catholic Charities involves a correction to the dates of service. These contracts were originally approved on December 13, 2017, for the 2018 calendar year. In error, the attached contract to the agenda item listed the 2017 calendar year.

Comments: The mission of the Foster Grandparents Program is to create and enriching environment for retired seniors to remain active while making and impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs, including tutoring and mentoring.

The contracts, sites, and the number of Foster Grandparents of participation schools in the program are:

#CT3453	Palmer Way School	Seven Foster Grandparents
#CT3454	El Toyon School	Five Foster Grandparents

Recommended Motion: Amend Consultant Contracts #CT3453 and #CT3454 with Catholic Charities for participation in their Foster Grandparents Program.

Financial Impact: Contract Costs: Palmer Way School - \$1,400, El Toyon School - \$1,000
Additional Staffing Costs: \$0
Other Costs: \$2,160
Annual Cost
School Site Funds

Attachments:
CT3453
CT3454

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

MEMORANDUM OF UNDERSTANDING

*Catholic Charities
And
Palmer Way School*

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The volunteer station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2018 through December 31, 2018.

1. The sponsor will:

- a. recruit, interview, screen (including fingerprints and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program (FGP) Guidelines.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.
- f. provide on-going in-service training for volunteers throughout their tenure in the program.

- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

2. The Volunteer Station will:

- 1._____ accommodate 7 Foster Grandparent Volunteers to serve at least 2 children each who have special or exceptional needs for a minimum period of 20 hours per week.
- 2._____ Complete and submit all program related surveys, volunteer assignment plans(VAPs), and volunteer timesheets as required. Develop a written volunteer assignment plan for each child that identifies the role and activities of the Foster Grandparent and expected outcomes for the child served.
- 3._____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4._____ compile and/or provide to the FGP Director outcome related data for year end accomplishment reports.
- 5._____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6._____ provide supervision of volunteers in coordination with the FGP staff.
- 7._____ provide volunteers with site specific orientation, training and assignments which utilize their skills and abilities.
- 8._____ provide cash/in-kind contribution(s) in support of the program.
- 9._____ have the right to request the FGP Director to transfer or remove a volunteer.
- 10._____ provide for adequate health and safety protection of volunteers at the volunteer station.
- 11._____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury, etc.

- 12._____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
- 13._____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
- 14._____ provide meeting space for training purposes, individual interviews and consultations.
- 15._____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
- 16._____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing or advertising materials, when the information is related to the Catholic Charities Foster Grandparent Program.
- 17._____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agency and/or organization.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Dr. Robert Moser

TITLE Executive Director,
Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

VOLUNTEER STATION

Palmer Way School

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

DATE : _____

TO: Foster Grandparent Program of San Diego County

FROM: Chris Carson, Palmer Way School

RE: In-Kind Meals

This is to certify that between the period of January 1, 2018 through December 31, 2018, meals at a value of \$4.50 each will be provided by our school (s) from non-federal funds for Foster Grandparent volunteers assigned at this site.

Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

Palmer Way School

is effective from January 1, 2018 through December 31, 2018. The Volunteer Station agrees to reimburse the Foster Grandparent Program the sum of \$200 per calendar year per Foster Grandparent volunteer at the site.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2018 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

MEMORANDUM OF UNDERSTANDING

*Catholic Charities
And
El Toyon Elementary School*

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The volunteer station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2018 through December 31, 2018.

1. The sponsor will:

- a. recruit, interview, screen (including fingerprints and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program (FGP) Guidelines.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.
- f. provide on-going in-service training for volunteers throughout their tenure in the program.

- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

2. The Volunteer Station will:

- 1._____ accommodate 5 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs for a minimum period of 20 hours per week.
- 2._____ Complete and submit all program related surveys, volunteer assignment plans(VAPs), and volunteer timesheets as required. Develop a written volunteer assignment plan for each child that identifies the role and activities of the Foster Grandparent and expected outcomes for the child served.
- 3._____ assist the FGP Director to develop and monitor Performance Measures and track related data in conformity with federal program regulations.
- 4._____ compile and/or provide to the FGP Director outcome related data for year end accomplishment reports.
- 5._____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6._____ provide supervision of volunteers in coordination with the FGP staff.
- 7._____ provide volunteers with site specific orientation, training and assignments which utilize their skills and abilities.
- 8._____ provide cash/in-kind contribution(s) in support of the program.
- 9._____ have the right to request the FGP Director to transfer or remove a volunteer.
- 10._____ provide for adequate health and safety protection of volunteers at the volunteer station.
- 11._____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury, etc.

- 12._____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
- 13._____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
- 14._____ provide meeting space for training purposes, individual interviews and consultations.
- 15._____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
- 16._____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing or advertising materials, when the information is related to the Catholic Charities Foster Grandparent Program.
- 17._____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agency and/or organization.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Dr. Robert Moser

TITLE Executive Director,
Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

VOLUNTEER STATION

El Toyon School

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950
619-336-7717

DATE _____

DATE : _____

TO: Foster Grandparent Program of San Diego County

FROM: Chris Carson, El Toyon

RE: In-Kind Meals

This is to certify that between the period of January 1, 2018 through December 31, 2018, meals at a value of \$4.50 each will be provided by our school (s) from non-federal funds for Foster Grandparent volunteers assigned at this site.

Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

El Toyon School

is effective from January 1, 2018 through December 31, 2018. The Volunteer Station agrees to reimburse the Foster Grandparent Program the sum of \$200 per calendar year per Foster Grandparent volunteer at the site.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2018 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

Agenda Item: **16.C. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2018 (see Exhibit B).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. The information is used to process budget revisions necessary to reflect current and projected conditions and to provide a certification of the District's ability to meet its financial obligations. Itemized revisions reflect General Fund revenue and expenditure adjustments since the December 13, 2017 First Interim Report and Budget Revisions.

Mr. Christopher Carson will give a presentation, highlighting key points from the report.

Comments: School districts are required to conduct a review of their Interim Reports in accordance with state adopted Criteria and Standards. In addition, AB 12 (Chapter 1213/91), which became effective January 1, 1992, requires each district to determine whether it can meet its financial commitments. The Superintendent certifies that such reviews have been conducted and a copy must accompany the Interim Report when it is submitted to the Governing Board for approval. After the Interim Report is approved, it is submitted to the County Office of Education for review. Interim Financial Reports are required each fiscal year with effective dates of October 31 and January 31. The District is allowed 45 days from the effective date to report to the Board.

(See Exhibit B)

FUND BALANCE RESERVES

The District meets the 3% minimum reserve required for economic uncertainties.

NEGOTIATIONS

Settled with the Classified School Employees Association (CSEA).

Unsettled with the National City Elementary Teachers Association (NCETA).

CASH POSITION

The cash flow analysis indicates positive cash balances projected through June 2018.

MULTIYEAR PROJECTIONS FOR 2017-18, 2018-19, and 2019-20

Projections indicate that the cash and fund balances of the District will be positive for the budget year and two subsequent years.

Recommended Motion: Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2018

Attachments:
Exhibit B

Agenda Item: **17. BOARD WORKSHOP**

Quick Summary / None
Abstract:

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

Agenda Item: **19. ADJOURNMENT**