

# Governing Board Agenda

**April 11, 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, April 11, 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.

#### 1. CALL TO ORDER

#### 2. PUBLIC COMMUNICATIONS

Maria Betancourt-Castañeda, Board

Public communication provides the public with an opportunity to address the Board President 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 Three Cases

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

Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Superintendent

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

Beverly A. Hayes, Principal, Olivewood School & Maria Dalla, Board Member 9.B. Recognize Mrs. Bianca Ramirez, Instructional Assistant-Special Education, Lincoln Acres School, as National School District Employee of the Month for April Lincoln Acres School 2018.

Luz Vicario, Principal, & Alma Sarmiento, **Board Member** 

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

Maria Betancourt-Castañeda, Board

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#### 11. AGENDA

**11.A.** Approve agenda.

Leighangela Brady, Superintendent

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

Maria Betancourt-Castañeda, Board

President

#### 12.A. Minutes

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

Leighangela Brady, Superintendent

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

**12.B.I.** Approve the National School District Governing Board meeting schedule Leighangela Brady, for the 2018-19 school year.

Superintendent

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

Leighangela Brady, Superintendent

#### 12.C. Human Resources

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

Leticia Hernandez, Director, Human Resources

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

Director, Human Resources

**12.C.III.** Adopt 2018-2019 school year work calendar.

Leticia Hernandez, Director of Human Resources

#### 12.D. Educational Services

**12.D.I.** Adopt Resolution #17-18.17, declaring the week of April 16 through April 20, 2018 as the "Week of the Young Child."

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

#### 12.E. Business Services

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

Christopher Carson, Assistant Superintendent, Business Services

#### **13.** GENERAL FUNCTIONS

**13.A.** Adopt Resolution #17-18.18 affirming the dedication of the District to provide a safe school environment and positive school climate for all students.

Leighangela Brady, Superintendent

#### 14. EDUCATIONAL SERVICES

**14.A.** Approve Consultant Contract #CT3485 with Wayne Houchin to provide an anti-bullying assembly for Palmer Way School third through sixth grade students.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

**14.B.** Approve contract #CT3487 with Premier Healthcare Services for a Licensed Vocational Nurse for the remainder of the school year to be assigned to student #3431120668 for the remainder of the 2017-18 school year.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

**14.C.** Presentation from community partner, Olivewood Gardens, on its program and continuing work with National School District.

Paula Jameson-Whitney, Assistant Superintendent Educational Services

**14.D.** Presentation and progress report on the 2017-2018 National City Collaborative Family Resource Center.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

#### 15. HUMAN RESOURCES

**15.A.** Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2018-2019 School Year.

Leticia Hernandez, Director, Human Resources

#### 16. BUSINESS SERVICES

**16.A.** Consideration and appointment of Marisol Flores and Manuela Ramirez to the Measure N and HH Citizens' Bond Oversight Committee.

Christopher Carson, Assistant Superintendent Business Services

**16.B.** Approve the Joint Powers Agreement (JPA) and Bylaws of the San Diego County Special Education Legal Alliance for the purpose of joining the Alliance.

Christopher Carson, Assistant Superintendent, Business Services

**16.C.** Approve CT3488 with Nyhart Actuary & Employee Benefits to perform the Other Post-Employment Benefits Actuarial Valuation for the National School District.

Christopher Carson, Assistant Superintendent, Business Services

**16.D.** Accept gifts.

Christopher Carson, Assistant Superintendent, Business Services

#### 17. BOARD WORKSHOP

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

Maria Betancourt-Castañeda, Board President

#### 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

Three Cases

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

Closed session in accordance with Government Code Section 54957:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

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 / Board:

Abstract: 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. Recognize Mrs. Maria Terriquez, Olivewood School, as the National School

District Volunteer of the Month for February 2018.

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

Quick Summary / Abstract:

It has been the practice of the National School District to honor and recognize volunteerism in the District.

Comments: Olivewood School is pleased to recognize Mrs. Maria Terriquez as the Volunteer of the

Month. Mrs. Terriquez has been volunteering at Olivewood School for the past three years. She assisted her daughter's kindergarten teacher in the classroom working with students and the teacher in the many ways that kindergarten teachers and students need support.

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

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

Agenda Item: 9.B. Recognize Mrs. Bianca Ramirez, Instructional Assistant-Special Education,

Lincoln Acres School, as National School District Employee of the Month for April

2018.

Speaker: Luz Vicario, Principal, Lincoln Acres School & Alma Sarmiento, Board Member

Quick Summary /

Abstract:

Lincoln Acres School would like to recognize Mrs. Bianca Ramirez, Instructional Assistant-Special Education, as the Employee of the Month.

Comments:

Mrs. Ramirez has been an instructional assistant in the National School District for approximately five years and we are so fortunate to have her at Lincoln Acres School. When you think of character traits you want in people who are part of your team, you think of reliable, team player, caring, hard-working and someone that goes above and beyond. Bianca Ramirez embodies all of these traits.

Her reliability is noted in the fact that she rarely misses days of work. In some of our challenging classrooms, it is imperative that our para-professionals have excellent attendance and Mrs. Ramirez takes her job extremely seriously, and believes that her students suffer when she is not there. Mrs. Del Razo, the classroom teacher relies on Mrs. Ramirez as an extension of herself. Mrs. Ramirez can take complete control of the class and students know they can count on her to care for them, put them first and protect their well-being.

Mrs. Ramirez knows exactly what to do if students need a break or to choose a cool down technique. In addition, she goes above and beyond by seeking out materials that will be in service of students attaining their goals. When she finds a good strategy, she takes initiative to have multiples of these strategies to have in advance in order to always be prepared. There are many times when we cannot fill positions when para-professionals are out, but we can always count on Mrs. Ramirez to step in and substitute whenever she can, and that is most of the time! Finally, Bianca Ramirez is a product of National City and proud SuHi graduate!

Agenda Item: 10. PUBLIC COMMUNICATIONS

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract:

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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 March 14, 2018.

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 03/14/2018

# NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

March 14, 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

Ms. Molly Sterner, NCETA, spoke regarding negotiations.

#### 3. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:09 p.m. to 6:02 p.m.

#### 5. RETURN TO OPEN SESSION

#### 6. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 6:05 p.m.

#### 7. PLEDGE OF ALLEGIANCE

Olivewood student, Natalie Gonzalez, led the Pledge of Allegiance.

#### 8. ROLL CALL

Mrs. Yvette Olea took roll call.

#### 9. PRESENTATIONS

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

Students from Central School gave a presentation highlighting the use of storytelling through animation. Board member, Ms. Maria Dalla, presented each of the students with a certificate, book and bookmark.

# 9.B. Recognize Mrs. Lydia Salas, Central School, as the National School District Volunteer of the Month for March 2018.

Recognized Mrs. Lydia Salas, Central School, as the National School District Volunteer of the Month for March 2018. Principal, Mrs. Vanessa Lerma, introduced Mrs. Salas and commented on her many fine qualities.

On behalf of the Governing Board, Ms. Barbara Avalos presented Mrs. Salas with a certificate and a logo clock.

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

Recognized Mrs. Rosa Lopez, School Counselor, John Otis School, as the National School District Employee of the Month for March 2018. Director of Human Resources, Ms. Leticia Hernandez, introduced Mrs. Lopez and commented on her many fine qualities.

On behalf of the Governing Board, Mr. Brian Clapper presented Mrs. Lopez with a certificate and a District logo watch.

#### 9.D. Introduce and welcome the new employees.

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

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

Principals and parents from Central, El Toyon, Kimball, Las Palmas, Lincoln Acres and Olivewood Schools gave a presentation regarding their Single Plan for Student Achievement.

#### 10. PUBLIC COMMUNICATIONS

Mr. Fernando Mendez, parent, spoke regarding the staff at El Toyon School.

Ms. Leticia Kibodeaux, parent, spoke regarding the staff at El Toyon School. She gave her remaining time to Mr. Fernando Mendez.

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

Ms. Maria Hurtado, parent, spoke regarding the staff at El Toyon School.

Ms. Herlinda Tafolla, parent, spoke regarding the staff at El Toyon School.

Ms. Corrie Madueño, Olivewood Gardens representative, spoke regarding the Olivewood Gardens field trip program.

#### 11. AGENDA

#### 11.A. Approve agenda.

**Motion Passed:** Approve agenda Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Following discussion, Approve Consent Calendar Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### 12.A. Minutes

- 12.A.I. Approve the minutes of the Regular Board Meeting held on February 28, 2018.
- 12.A.II. Approve the minutes of the Special Board Meeting held on March 1, 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.

#### 12.C. Human Resources

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

#### 12.D. Educational Services

12.D.I. Approve Contract #CT3479 with Family Vision Care to provide an updated vision therapy assessment.

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

#### 13. GENERAL FUNCTIONS

13.A. Approve Consultant Contract #CT3483 with California School Boards Association to conduct a Board Self-Evaluation and governance workshop.

**Motion Passed:** Approve Consultant Contract #CT3483 with California School Boards Association to conduct a Board Self-Evaluation and governance workshop 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

#### 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.

**Motion Passed:** Following discussion, Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Literature/Theater arts assemblies for all students at Ira Harbison School Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper Yes Ms. Maria Dalla Yes Ms. Alma Sarmiento 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.

**Motion Passed:** Following discussion, 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 with the financial impact of the MOA being the difference between the reimbursable expense of \$3.13 per mile and the actual expense Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### 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.

Board President, Ms. Betancourt-Castañeda, opened the public hearing at 8:35 p.m.

Ms. Leticia Hernandez spoke regarding the proposal.

Board President, Ms. Betancourt-Castañeda, closed the public hearing at 8:37 p.m.

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.

**Motion Passed:** Following discussion, 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 Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### 15.C. Approve Transportation Student Attendant job description.

**Motion Passed:** Following discussion, Approve Transportation Student Attendant job description Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper Yes Ms. Maria Dalla Yes Ms. Alma Sarmiento

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#### 16. BUSINESS SERVICES

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

**Motion Passed:** Following discussion, Revoke Authority Granted Under Resolution #17-18.12, Delegation of Authority in Regard to Awarding of Emergency Contracts 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

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

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

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

**Motion Passed:** Following discussion, Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2018 Passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### 17. BOARD WORKSHOP

#### 18. BOARD/CABINET COMMUNICATIONS

Ms. Dalla shared how much fun she had during the Read Across America events. She commented on the great strides the District has made in getting increased parent participation.

Mr. Clapper shared how much fun he had during the Read Across America events. He commented on the great strides the District has made in getting increased parent participation. He shared how much he enjoyed the Bikes 4 Kids distributions. He wished everyone a Happy Easter.

Ms. Avalos shared how much she enjoyed the Read Across America events. She also shared how much she enjoyed hearing Dr. Brady speak at the Women Rock Cali event.

Ms. Sarmiento apologized for missing the Women Rock Cali event. She shared how much she enjoyed participating in Read Across America.

Ms. Hernandez thanked the parent presenters for the wonderful job they did.

Ms. Jameson-Whitney thanked the students for their great presentation. She shared that the FRC had good turnout at the health fairs. She thanked the principals and parents for their presentations. She wished everyone a happy spring break.

Dr. Brady shared how much fun she had at the Read Across America events. She thanked the Board for their participation. She also thanked the Board for their participation in the State of the District presentations. She shared how much she enjoyed the performances at the Mariachi festival.

Ms. Betancourt-Castañeda congratulated the students on their presentation. She also congratulated the Employee of the Month and the Volunteer of the Month. She thanked Dr. Brady for including the Board in the State of the District presentations. She thanked the principals and parents for their presentations. She also thanked everyone for their participation in the LCAP meeting. She wished everyone a happy spring break and a Happy Easter.

#### 19. ADJOURNMENT

The meeting was adjourned at 9:35 p.m.

Clerk of the Governing Board	Secretary to the Governing Board

Agenda Item: 12.B. Administration

Agenda Item: 12.B.I. Approve the National School District Governing Board meeting schedule for

the 2018-19 school year.

Speaker: Leighangela Brady, Superintendent

Quick Summary /

Abstract:

The National School District Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November,

December, January and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet

its monthly obligations.

The proposed schedule is attached.

Attachments:

Governing Board Meeting Schedule - 2018-19

## NATIONAL SCHOOL DISTRICT

### **GOVERNING BOARD MEETING SCHEDULE 2018-2019**

#### **DATES**

July 11, 2018

August 8, 2018

August 22, 2018

September 12, 2018

October 10, 2018

October 24, 2018

November 14, 2018

December 12, 2018

January 23, 2019

February 13, 2019

February 27, 2019

March 13, 2019

April 10, 2019

April 24, 2019

May 8, 2019 \*

May 22, 2019 \*

June 12, 2019

June 26, 2019

<sup>\*</sup>All meetings will be held at the Administration Center, with the exception of May 8 and 22, 2019, which will be held at Rancho de la Nación School. All meetings will begin at 6:00 p.m.

Agenda Item: 12.B.II. Approve the Quarterly Report to the San Diego County Office of Education

on Williams Complaints.

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract:

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

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

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

Comments:

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

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

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

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

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of October through December 2017, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:

Williams Quarterly Report

#### **National School District**

## **Quarterly Uniform Complaint Report Summary**

### For submission to National School District Governing Board

#### and

### San Diego County Office of Education

District Name:_	District Name: National School District					
Quarter covered	by this report: January – March 2018					
Please fill in the	following table. Enter 0 in any cell that does not apply.					

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

Submitted by:	Yvette Olea
•	

Title: Executive Assistant to the Superintendent and 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 April 11, 2018

<u>Name</u>	<u>Position</u>	<b>Effective Date</b>	<u>Placement</u>	<u>Funding</u> <u>Source</u>	
	Empl	oyment			
1. Marisa Barocio Ayvar	Teacher of Special Day Class/Mild Moderate 6.58 hours per day 185 days per year Lincoln Acres School	April 12, 2018	Class I, Step 1	General Fund	
	Lincolli Acres School				
	Temporary	Employment	<del>_</del>	<del>_</del>	
None					
	Addition	nal Duties			
None					
	Contract Exte	nsion/Change			
None					
Unpaid Leave of Absence					
2. Lisa Lipton	Classroom Teacher Ira Harbison	Return from an Unpaid LOA on April 27, 2018			

### CLASSIFIED STAFF RECOMMENDATIONS April 11, 2018

<u>Name</u>	<b>Position</b>	<b>Effective Date</b>	<u>Placement</u>	Funding Source
	Empl	oyment		
3. Kimberley Abano	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	April 13, 2018	Range 8, Step 1	Site Fund
4. Sonia Ahumada	Campus Student Supervisor 2 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
5. Judith Aijara	Campus Student Supervisor 3 hours per day 210 days per year Las Palmas School	April 13, 2018	Range 8, Step 1	Site Fund
6. Genoveva Alaniz- Almodovar	Campus Student Supervisor 3 hours per day 210 days per year Palmer Way School	April 13, 2018	Range 8, Step 1	Site Fund
7. Maria Altamirano- Castañeda	Campus Student Supervisor 3 hours per day 210 days per year John Otis School	April 13, 2018	Range 8, Step 1	Site Fund
8. Yecenia Alvarado	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	April 13, 2018	Range 8, Step 1	Site Fund
9. Jahzeel Anzures	Campus Student Supervisor 3 hours per day 210 days per year Central School	April 13, 2018	Range 8, Step 1	Site Fund
10. Maria Araiza	Campus Student Supervisor 3 hours per day 210 days per year Kimball School	April 13, 2018	Range 8, Step 1	Site Fund
11. Bertha Barraza	Campus Student Supervisor 3 hours per day 210 days per year Lincoln Acres School	April 13, 2018	Range 8, Step 1	Site Fund

	1			
12. Josefina Barraza	Campus Student Supervisor 3 hours per day 210 days per year Lincoln Acres School	April 13, 2018	Range 8, Step1	Site Fund
13. Sonia Bojorquez	Campus Student Supervisor 3 hours per day 210 days per year Central School	April 13, 2018	Range 8, Step 1	Site Fund
14. Maria Campana	Campus Student Supervisor 3 hours per day 210 days per year Kimball School	April 13, 2018	Range 8, Step 1	Site Fund
15. Monica Carbajal	Instructional Assistant-Special Education 3 hours per day 210 days per year Kimball School	April 13, 2018	Range 16, Step 1	General Fund
16. Selina Castelan	Campus Student Supervisor 3 hours per day 210 days per year Las Palmas School	April 13, 2018	Range 8, Step 1	Site Fund
17. Maria Castle	Campus Student Supervisor 2 hours per day 210 days per year Central School	April 13, 2018	Range 8, Step 1	Site Fund
18. Socorro Cerda	Campus Student Supervisor 3 hours per day 210 days per year El Toyon School	April 13, 2018	Range 8, Step 1	Site Fund
19. Aurora Chavez	Campus Student Supervisor 3 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
20. Magdalena Cisneros	Campus Student Supervisor 3 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
21. Karina Comparan-Nunez	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	April 13, 2018	Range 8, Step 1	Site Fund

22. Maria Corona	Campus Student Supervisor 3 hours per day 210 days per year Las Palmas School	April 13, 2018	Range 8, Step 1	Site Fund
23. Alma Dager	Campus Student Supervisor 2 hours per day 210 days per year El Toyon School	April 13, 2018	Range 8, Step 1	Site Fund
24. Elsa Davalos	Campus Student Supervisor 3 hours per day 210 days per year Las Palmas School	April 13, 2018	Range 8, Step 1	Site Fund
25. Janeth Delgadillo	Campus Student Supervisor 3 hours per day 210 days per year John Otis School	April 13, 2018	Range 8, Step 1	Site Fund
26. Maria Figueroa	Campus Student Supervisor 3 hours per day 210 days per year Central School	April 13, 2018	Range 8, Step 1	Site Fund
27. Wendy Figueroa	Campus Student Supervisor 2 hours per day 210 days per year El Toyon School	April 13, 2018	Range 8, Step1	Site Fund
28. Gabriela Garcia	Campus Student Supervisor 3 hours per day 210 days per year Palmer Way School	April 13, 2018	Range 8, Step 1	Site Fund
29. Lupita Garcia	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	April 13, 2018	Range 8, Step 1	Site Fund
30. Cinsia Gaytan Gonzalez	Campus Student Supervisor 2 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
31. Sonia Gonzalez	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	April 13, 2018	Range 8, Step 1	Site Fund

32. Celia Gonzalez de	Campus Student	April 13, 2018	Range 8,	Site Fund
Figueroa	Supervisor	11,211 10, 2010	Step 1	
8	3 hours per day			
	210 days per year			
	Olivewood School			
33. Mayra Graciano	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor	1 ,	Step 1	
	3 hours per day			
	210 days per year			
	Kimball School			
34. Domanic Guido	Child Nutrition	April 13, 2018	Range 11,	General Fund
	Services Assistant	,	Step 1	
	3 hours per day			
	210 days per year			
	Central School			
35. Araceli Gurrola	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor	*	Step 1	
	3 hours per day		•	
	210 days per year			
	Kimball School			
36. Maria Gutierrez	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Ira Harbison School			
37. Veronica Hernandez	Campus Student	April 13, 2018	Range 8,	Site Fund
Andrade	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Palmer Way School			
38. Silvia Hernandez	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Lincoln Acres School			
39. Blanca Hernandez Osuna	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Las Palmas School			
40. Maria Herrera	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Ira Harbison School			

41. Yvonne Howrey-	Instructional	April 13, 2018	Range 18,	General Fund
Colmenero	Assistant-Health Care	1 ,	Step 1	
	3 hours per day		•	
	210 days per year			
	Central School			
42. Irma Ibarra	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor	_	Step 1	
	3 hours per day		_	
	210 days per year			
	Rancho de la Nación			
	School			
43. Rosa Linares	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Central School			
44. Claudia Lupercio	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Palmer Way School			
45. Alicia Martinez	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
	Olivewood School			
46. Veronica Merida	Campus Student	April 13, 2018	Range 8,	Site Fund
Hernandez	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
45 31 11 34	Central School	1 12 2010	<b>D</b> 0	G: F 1
47. Nelida Monroy	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year			
40 Maria Maria II a	El Toyon School	A:1 12 2010	Danca 0	Cita Frand
48. Maria Montolla	Campus Student	April 13, 2018	Range 8,	Site Fund
	Supervisor		Step 1	
	3 hours per day			
	210 days per year Lincoln Acres School			
49. Elida Mozee		A mail 12 2010	Dongs 9	Site Fund
+9. Eliua MOZEE	Campus Student Supervisor	April 13, 2018	Range 8, Step 1	Site Fulla
	3 hours per day		Step 1	
	210 days per year			
	Olivewood School			
50. Maria Ortiz	Campus Student	April 13, 2018	Range 8,	Site Fund
JO. IVIAITA OITIZ	Supervisor	April 13, 2016	Step 1	Site Fullu
	3 hours per day		Step 1	
	210 days per year			
	Lincoln Acres School			
	Lincoln Acres School		1	

51. Angelica Peña	Campus Student Supervisor 3 hours per day 210 days per year	April 13, 2018	Range 8, Step 1	Site Fund
52. Rosa Perez	Las Palmas School  Campus Student Supervisor 3 hours per day 210 days per year Palmer Way School	April 13, 2018	Range 8, Step 1	Site Fund
53. Maricruz Quiñonez	Campus Student Supervisor 3 hours per day 210 days per year Central School	April 13, 2018	Range 8, Step 1	Site Fund
54. Maria Reynaga	Campus Student Supervisor 3 hours per day 210 days per year Central School	April 13, 2018	Range 8, Step 1	Site Fund
55. Joaquina Reynoso de Hernandez	Campus Student Supervisor 3 hours per day 210 days per year John Otis School	April 13, 2018	Range 8, Step 1	Site Fund
56. Yanira Robles Ruiz	Campus Student Supervisor 3 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
57. Alberto Salas	Campus Student Supervisor 2 hours per day 210 days per year El Toyon School	April 13, 2018	Range 8, Step 1	Site Fund
58. Isabel Sanchez	Campus Student Supervisor 3 hours per day 210 days per year John Otis School	April 13, 2018	Range 8, Step 1	Site Fund
59. Shirley Smith	Campus Student Supervisor 3 hours per day 210 days per year El Toyon School	April 13, 2018	Range 8, Step 1	Site Fund
60. Maria Terriquez	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	April 13, 2018	Range 8, Step 1	Site Fund

61. Alma Tirado Murillo	Campus Student Supervisor 3 hours per day 210 days per year	April 13, 2018	Range 8, Step 1	Site Fund
	Kimball School			
62. Graciela Torres	Campus Student Supervisor 2hours per day 210 days per year Palmer Way School	April 13, 2018	Range 8, Step 1	Site Fund
63. Josefina Valdez	Campus Student Supervisor 2 hours per day 210 days per year El Toyon School	April 13, 2018	Range 8, Step 1	Site Fund
64. Guadalupe Valdivia	Campus Student Supervisor 3 hours per day 210 days per year Las Palmas School	April 13, 2018	Range 8, Step 1	Site Fund
65. Maria Vazquez	Campus Student Supervisor 3 hours per day 210 days per year Palmer Way School	April 13, 2018	Range 8, Step 1	Site Fund
66. Maria Velazquez	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	April 13, 2018	Range 8, Step 1	Site Fund
67. Adelina Villanueva	Campus Student Supervisor 3 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
68. Guadalupe Zavala Lara	Campus Student Supervisor 3 hours per day 210 days per year Rancho de la Nación School	April 13, 2018	Range 8, Step 1	Site Fund
69. Miriam Zuniga	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	April 13, 2018	Range 8, Step 1	Site Fund

**Contract Extension/Change** From Instructional April 12, 2018

Contract Extension/Change							
70. Maritza Arellano	From Instructional	April 12, 2018	Range 16,	General Fund			
	Assistant – Needs		Step 1				
	Assessment Center						
	3.5 hours per day						
	to						
	Instructional						
	Assistant – Needs						
	Assessment Center						
	6 hours per day						
	210 days per year						
	District Office						
71. Maria Mendoza	From Instructional	April 12, 2018	Range 16,	General Fund			
	Assistant – Needs		Step 1				
	Assessment Center						
	3.5 hours per day						
	to						
	Instructional						
	Assistant – Needs						
	Assessment Center						
	6 hours per day						
	210 days per year						
	District Office						
72. Ernestina Verastegui	From Instructional	April 12, 2018	Range 18,	General Fund			
	Assistant – Health	_	Step 1				
	Care		_				
	3 hours per day						
	to						
	Instructional						
	Assistant – Health						
	Care						
	6 hours per day						
	210 days a year						
	Lincoln Acres School						

**Unpaid Leave of Absence** 

None							
Townsway: Employment							
Temporary Employment							
None							

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 4/11/18									
Name	Position	Location	Effective Date						
Alfredo Villegas	Child Nutrition Services Assistant	Palmer Way School	March 15, 2018						
Johana Olguin	Impact Teacher	John Otis School	March 13, 2018						

Retirements 4/11/18									
Name	Position	Location	Effective Date						
None									

Agenda Item: 12.C.III. Adopt 2018-2019 school year work calendar.

Speaker: Leticia Hernandez, Director of Human Resources

Quick Summary / Abstract:

The District annually negotiates or asks for input on the school year work calendar pursuant to collective bargaining agreements between the Governing Board of National School District and California School Employees Association (CSEA) and its Chapter 206 and

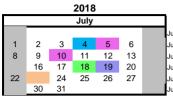
National City Elementary Teachers Association (NCETA).

Comments: See attached school year work calendar.

Attachments:

School Year Work Calendar

## **National School District** School Calendar 2018-2019



July 4 Holiday July 5 Admin Assist & Office Tech July 10 Admin Asst & Office Tech Return July 18 Staff and CNS Return July 19 CNS Prof. Develop. July 23 Students Return

			2019				_
		1	2	3	4	5	Jan. 1 Holiday
6	7	8	9	10	11	12	Jan. 14 Staff Re
13	14	15	16	17	18	19	(non-student and
20	21	22	23	24	25	26	Jan. 15 Student
27	28		30	31			Jan. 21 Holiday

2040

Return/Professional Growth Day nd non-CNS Day) nts and CNS Return

		- 1	Augus	t					
	1 2 3 4								
5	6	7	8	9	10	11			
12	13	14	15	16	17	18			
19	20	21	22	23	24	25			
26	27	28	29	30	31				

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	Feb. 15 Holiday
17	18		20	21	22	23	Feb. 18 Holiday
24			27	28			
							<del>-</del> -

			March	1			
					1	2	
3	4	5	6	7	8	9	March 15, 18, 19, 20, 22 Parent Teacher Conferences
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	

30

9 10 11 12 13 14 15 16 17 18 19 20 21 22 Sept. 24-Oct	]						
						1	1
2	3	4	5	6	7	8	Sept. 3 Holiday
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	Sept. 24-Oct. 5 I
23	24	25	26	27	28	29	
30							

Sept. 24-Oct. 5 Fall Break

			April			
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

24 25 26 27 28 29

April 8 Staff and Students Return

March 25-April 5 Spring Break

	October											
	1 2 3 4 5 6											
7	8	9	10	11	12	13						
14	15	16	17	18	19	20						
21	22	23	24	25	26	27						
28	29	30	31									

October 8 Staff Return/Professional Growth Day (Non-Student Day and Non-CNS Day) October 9 Students and CNS Return Oct. 12, 15, 16, 17, 19 Parent Teacher Conferences

		No	ovemb	er			
				1	2	3	Nov. 12 Holiday
4	5	6	7	8	9	10	Nov. 19 Holiday
11	12	13	14	15	16	17	Nov. 20 Holiday
18	19	20	21	22	23	24	Nov. 21 Holiday
25	26	27	28	29	30		Nov. 22 Holiday (Thanksgiving)
							Nov. 23 Holiday

			May			
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 27 Holiday May 30 No Minimum Day

		De	ecemb	er			]
						1	
2	3	4	5	6	7	8	Dec. 24 - Jan. 11 Winter Break
9	10	11	12	13	14	15	Dec. 24 Holiday
16	17	18	19	20	21	22	Dec. 25 Holiday
23	24	25	26	27	28	29	Dec. 31 Holiday
30	31						

June						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 5 Last Day for Students & Staff (Minimum Day) June 12 Last day Admin Assist & Office Tech

Board approved on

Agenda Item: 12.D. Educational Services

Agenda Item: 12.D.I. Adopt Resolution #17-18.17, declaring the week of April 16 through April 20,

2018 as the "Week of the Young Child."

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

Quick Summary / Abstract:

The "Week of the Young Child," sponsored by the National Association for the Education of the Young Child, began in 1971. The purpose of the week is to impress upon the public the importance of the young child and his/her family, as well as the importance of, and the need for, quality early childhood education. In recognition of this, each year the Governing

Board adopts a resolution honoring "The Week of the Young Child."

Comments: Governing Board members, District administrators and interested community members are

invited to visit one or all eight National School District Early Childhood Education sites

during the week of April 16 through April 20, 2018.

Attachments:

Resolution #17-18.17

# National School District Resolution

#17-18.17

# RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT TO RECOGNIZE THE "WEEK OF THE YOUNG CHILD"

WHEREAS, the Governing Board supports optimal development for each child, and

**WHEREAS**, the Governing Board supports the concept of providing opportunities for parents to increase their understanding and knowledge of child growth and development, and

**WHEREAS**, childhood is the time to develop interests, skills, and aptitudes which will last a lifetime, and

WHEREAS, the importance of early childhood education is properly and widely recognized.

**NOW THEREFORE, BE IT RESOLVED,** that the Governing Board of National School District names and declares the week of April 16 through April 20, 2018, "The Week of the Young Child" in each of the schools under its supervision. The Governing Board, for its own part, commits itself to a partnership with parents in a continued dedication to early childhood education programs in National School District which are relevant to the needs of the children placed in its care and which will reach and positively influence each child consistent with his/her needs and capabilities.

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 11th day of April 2018 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
STATE OF CALIFORNIA	)
COUNTY OF SAN DIEGO	)ss )

I, Leighangela Brady, E.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.E. Business Services

Agenda Item: 12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and

detailed in exhibit A.

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments: Exhibit A

Agenda Item: 13. GENERAL FUNCTIONS

Agenda Item: 13.A. Adopt Resolution #17-18.18 affirming the dedication of the District to provide a

safe school environment and positive school climate for all students.

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract:

Safe schools provide an environment where teaching and learning are not distracted; disruptions are minimized; drugs, violence, bullying and fear are not present; students are not discriminated against; expectations for behavior are clearly communicated and standards of behavior are maintained; and consequences for infractions are consistently and

equitably applied.

Comments: The most effective approach to creating safe school environments requires a

comprehensive, coordinated effort including schoolwide, districtwide and communitywide strategies where all stakeholders accept responsibility for their critical roles and collaborate to establish a positive environment and climate for teaching and learning. National School District urges the State of California to invest in, promote and support comprehensive, coordinated and collaborative strategies to prevent drug use, bullying, harassment, discrimination and violence in schools so that all students have the opportunity

to attend school, engage in the classroom and achieve success.

Recommended

Motion:

Adopt Resolution #17-18.18 affirming the dedication of the District to provide a safe school

environment and positive school climate for all students.

Attachments:

Resolution #17-18.18

# National School District Resolution

#17-18.18

WHEREAS, the National School District recognizes the right of students and staff to attend schools that are safe and free from violence and harassment; and

WHEREAS, the National School District affirms, "It is the moral imperative of the School Board and the Superintendent to ensure that all students receive an education in schools that are safe, secure, supportive and committed to the social-emotional development and learning;" and

WHEREAS, safe schools provide an environment where teaching and learning are not distracted; disruptions are minimized; drugs, violence, bullying and fear are not present; students are not discriminated against; expectations for behavior are clearly communicated and standards of behavior are maintained; and consequences for infractions are consistently and equitably applied; and

**WHEREAS**, the basic life needs of students, including feeling physically secure and protected, must be met for them to succeed in school and life; and

**WHEREAS**, a vibrant, enriching and respectful school culture, where all students feel a sense of belonging and connection, is essential to school safety; and

**WHEREAS**, district stakeholders believe both the physical and mental well-being of students and employees is critical to their ability to thrive; and

**WHEREAS**, the most effective approach to creating safe school environments requires a comprehensive, coordinated effort including schoolwide, districtwide and communitywide strategies where all stakeholders accept responsibility for their critical roles and collaborate to establish a positive environment and climate for teaching and learning; and

**WHEREAS**, the National School District regularly reviews school site discipline plans/rules and procedures to ensure they are appropriately enforced and address student behavior and school safety issues. Student handbooks that explain codes of conduct, unacceptable behavior and disciplinary consequences are shared with all students and parents; and

**WHEREAS**, the National School District has completed and holds regular drills as prescribed in both school site and district emergency plans that involve all school district personnel, law enforcement, fire and medical rescue personnel, emergency management personnel and others essential to resolving any potential crisis that might occur; and

Resolution #17-18.18 April 11, 2018 Page 2

**NOW, THEREFORE BE IT RESOLVED,** that the governing board of the National School District will continue to work with community stakeholders, local law enforcement, mental health professionals, parents, students, teachers and staff to develop, implement and monitor policies and programs that foster and support a positive school climate, free from harassment and violence.

**BE IT FURTHER RESOLVED,** that National School District urges the State of California to invest in, promote and support comprehensive, coordinated and collaborative strategies to prevent drug use, bullying, harassment, discrimination and violence in schools so that all students have the opportunity to attend school, engage in the classroom and achieve success.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 11th day of April 2018 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
STATE OF CALIFORNIA )	
COUNTY OF SAN DIEGO )	
I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of S Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy o resolution duly adopted by said Board at a regular meeting thereof on the date and by the voabove stated, which resolution is on file and of record in the office of said Board.	f a
Secretary to the Governing Board	

Agenda Item: 14. EDUCATIONAL SERVICES

Agenda Item: 14.A. Approve Consultant Contract #CT3485 with Wayne Houchin to provide an

anti-bullying assembly for Palmer Way School third through sixth grade students.

Speaker:

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract:

This proposal is for a 40-minute magic show for Palmer Way School third through sixth

grade students.

Mr. Wayne Houchin has been featured on the Discovery Channel and KPBS. The show will focus on magic, science, and mystery with an emphasis on anti-bullying. The assembly encourages teamwork building and positive school community through magic.

Palmer Way's Positive Behavior Intervention and Support provides classroom and school wide lessons. At the classroom level, the teacher focuses on a different positive character trait each week. At the school wide level, a different behavioral expectation is emphasized every quarter by the principal and the school counselor. Finally, a school wide assembly is held to support the lessons of that quarter, and provide an anti-bullying message. The Magic show will deliver an anti-bully message with a focus on kindness, empathy and respect.

Comments: The assembly will take place on Wednesday, April 18, 2018 in the school auditorium.

Recommended

Motion:

Approve Consultant Contract #CT3485 with Wayne Houchin to provide an anti-bullying

assembly for Palmer Way School third through sixth grade students.

Financial Impact: Contract cost: \$550

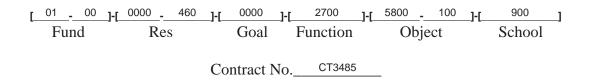
Additional Staffing costs: \$0

Other Costs: \$0 One time cost

Site Discretionary Funds

Attachments:

CT3485



# National School District Lecturer/Performer Agreement

Wayne Contra	Houchin actor		Taxpayer ID Numbe	r		101 Risa Way i Mailing Addi		
Chico City		CA State	95973 Zip Code		after refer	· ·		actor."
1.		be provided n grade students	by Contractor.	One 40	minute Ma	igic show	assembl	y for
	Palmer Way S Locat		_•					
2.	Term.	Contractor s	hall provide	services	under	this	Agreer	nent c
3.	pursuant to the Dollars (\$_550	nis Agreement	rees to pay the (a total fee not to e_). District shales.	exceed Five	Hundred and	Fifty & 00/10	00	
4.	Expenses. D by Contract N/A		be liable to Contr forming servic		ny costs o District,	•	•	or incurre follow
5.	supplies and Agreement,							

- 6. <u>Hold Harmless</u>. 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. <u>Insurance</u>. 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. <u>Worker's Compensation Insurance</u>. 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. <u>Fingerprinting Requirements</u>. 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
NATIONAL SCHOOL DISTRICT	г	CONTRACTOR	₹	
Signature of Authorized Agent		Signature of Author	orized Agent	
Christopher Carson Typed or Printed Name		Typed Name		
Assistant Superintendent - Business	Services			
Title		Social Security or	Taxpayer I. D. N	0.
Board Approval Date: April 1	1, 2018			
		(Area Code) Teler	hone Number	

Agenda Item: 14.B. Approve contract #CT3487 with Premier Healthcare Services for a Licensed

Vocational Nurse for the remainder of the school year to be assigned to student

#3431120668 for the remainder of the 2017-18 school year.

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

Quick Summary / Abstract:

Student #3431120668 is new to National School District. The student will need intensive medical monitoring for the remainder of the 2017-18 academic year due to the student's

individualized needs.

Comments: This student has recently been identified as a student on an Individualized Educational

Program (IEP) for diverse learning needs. The student is also medically fragile and in need of specialized support to be provided by a licensed vocational nurse.

Services will be reevaluated at the next annual assessment.

Recommended

Motion:

Approve contract #CT3487 with Premier Healthcare Services for a Licensed Vocational Nurse to be assigned to student #3431120668 for the remainder of the 2017-18 school year.

Financial Impact: Contract costs: Not to exceed \$5,000

Additional staffing costs: \$0

Other costs: \$0 Annual Cost

Special Education Funds

Attachments:

CT3487

# 2017-2018 Nonpublic Master Contract

**Appendix B: Agencies** 



San Diego County Office of Education Student Services and Programs Division **Special Education Department** 

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# NONPUBLIC MASTER CONTRACT Appendix B: Agencies

CONTRACT YEAR	2017-18

SECTION 1: EDUCATIONAL PROGRAM

#### 1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

#### 1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

#### 1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

## 1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

#### 1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

#### 1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

#### **SECTION 2: ATTENDANCE**

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

#### **SECTION 3: SAFETY**

#### 3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

#### **SECTION 4: CONFLICT OF INTEREST**

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

# SECTION 5: FINANCIAL

# 5.1 <u>RATE SCHEDULE FOR CONTRACT YEAR</u>

The CONTRACTOR: Premier Healthcare Services		
The CONTRACTOR NUMBER:		
Education service(s) offered by the CONTRACTOR, and the charge as follows:	ges for such service(s) during	the term of this contract, shall be
RELATED SERVICES	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)	40.00/hr	4/12/18-6/30/18
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		

Occupational Therapy (450) – Certified OT Assistant
Occupational Therapy (460) - Assessment
Physical Therapy (460)
Physical Therapy PT Assistant (460)
Physical Therapy Assessment (460)
Individual Counseling (510)
Counseling and Guidance (515)
Parent Counseling (520)
Social Work Services (525)
Psychological Services (530)
Psychological Services Assessment (530)
Behavior Intervention Services (535)
Behavior Intervention Services (535) - Supervision
Behavior Intervention Services (535) – Other Provider/Beh.Tech
Specialized Services for Low Incidence Disabilities (610)
Specialized Services for Low Incidence Disabilities Assess (610)
Specialized Deaf and Hard of Hearing (710)
Specialized Deaf and Hard of Hearing Assessment (710)
Interpreter Services (715)
Interpreter Services Shift Differential (715)
Audiological Services (720)
Audiological Services Assessment (720)
Specialized Vision Services (725)
Specialized Vision Services Assessment (725)
Orientation and Mobility (730)
Orientation and Mobility Assessment (730)
Braille Transcription (735)

Specialized Orthopedic Services (740)	_		
Specialized Orthopedic Services Assessment (740)	-		
Reader Services (745)	<del>-</del>		
Note Taking Services (750)	_		
Transcription Services (755)	<del>-</del> -		
Recreation Services, Including Therapeutic (760)	_	 -	
College Awareness Preparation (820)	_		
Vocational Assessment, Counseling/Guidance Assessment	(830)		
Career Awareness (840)	<u>-</u>		
Work Experience Education (850)	<u>-</u>		
Job Coaching (855)	_		
Mentoring (860)	_		
Agency Linkages (referral and placement) (865)	_		
Travel Training (870)	_		
Other Transition Services (890)	_	-	
Other (900) Music Therapy	_,	_	
Other (900) Vision Therapy			
Transportation – Emergency			
Bus Passes			
Professional Development			
NOTES:			

<sup>\*</sup>Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

# **SECTION 6: APPROVALS** CONTRACTOR Nonpublic Agency DATE: \_\_\_\_\_ Authorized Representative Signature Joe Mallinger-Owner (Type) Name and Title APPROVED AS TO FORM: **SELPA DIRECTOR** Authorized Representative Signature DATE: \_\_\_\_\_ Russell Coronado, Senior-Director (Type) Name and Title Local Educational Agency DATE: \_\_\_\_\_ Authorized Representative Signature Chris Carson, Assist Superintendent - Business Dept. (Type) Name and Title LEA Board Approval DATE: \_\_\_\_\_

# INTERIM WRITTEN APPROVAL

# For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),	
the Local Education Agency (LEA) <u>National School District</u>	
provides to the CONTRACTOR <u>Premier Healthcare Services</u>	
interim written approval for CONTRACTOR to provide the agreed upon Special E	ducation and/or Related Services
identified in the most recent IEP/IFSP of	
(Student Name)	
at the rates set forth in Schools: Section 4.1 of the Master Contract for the $201\underline{7}$ Year.	201 <u>8</u> Contract
Anticipated Student Start Date: April 12, 2018 .	
This interim written approval shall be for a maximum period of 90 days, beginnidate at the nonpublic school or nonpublic agency. If an Individual Services Agre completed and executed by the LEA and the CONTRACTOR within this 90 day may request an IEP meeting to be held as soon as possible to discuss a change shall continue to reimburse the CONTRACTOR as set forth in the interim written the parties in writing, pending any change in placement or subsequent exagreement.	ement and/or Master Contract is no period, the LEA or CONTRACTOF in placement for the pupil. The LEA approval, or as otherwise agreed by
This interim written approval does not require the CONTRACTOR to provide maximum period of time. The parties have already agreed, or may agree, to he the student's first day of attendance.	
Agreed to by the District Representative of the Special Education Unit of the LEA	:
Signature	Date
Name/Title	
Agreed to by the CONTRACTOR:	
Cignoturo	Data
Signature	Date
Name/Title	



# THE HOWARD E. NYHART COMPANY, INC. ("NYHART") SERVICE AGREEMENT ("AGREEMENT")

## Agreement Between Nyhart, and:

Client Name:	National School District		
<b>Primary Contact Name:</b>	Christopher Carson, Assistant Superintendent Business Services		
Primary Contact Address:	1500 N Avenue		
	National City, CA 91950		
<b>Primary Contact Phone:</b>	(619) 336-7717		
Primary Contact Email:	CCarson@nsd.us		

## Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Kick off conference call
- Data collection and analysis for full actuarial valuation
- Updated December 31, 2017 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2018
- Conference call to review valuation report
- Roll-forward valuation, and GASB 75 Report for FYE 6/30/2019 GASB 75 compliance

## Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

Service	Fee
Updated December 31, 2017 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2018*	\$6,550
Roll-forward Valuation and GASB 75 Report for FYE 6/30/2019**	\$2,250

<sup>\*</sup> Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (12/31/2017); GASB 75 compliance will use a Measurement Date of 12/31/2017.

Our fees assume no material plan changes since the prior valuation and discount rate change only for the 6/30/2019 GASB 75 report.

<sup>\*\*</sup> Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 12/31/2018.

	Provider			# of Times per	Cost per	Maximum	Estimated Maximum
SERVICE	LEA	NPA	OTHER Specify	wk/mo/yr., Duration; or per IEP; or as needed	session	Number of Sessions	Total Cost for Contracted Period
Health and Nursing Services: Other - RN (436)		Х			40.00/hr	6 hr/per week	2,000
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)							
Occupational Therapy – Certified OT Assistant (450)							
Occupational Therapy – Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services – Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

	Provider		# of Times per	Cost per	Maximum	Estimated Maximum	
SERVICE	LEA	NPA	OTHER Specify	wk/mo/yr., Duration; or per IEP; or as needed	session	Number of Sessions	Total Cost for Contracted Period
Interpreter Services (715)	ļ						
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)	_						
Agency Linkages (referral and placement) (865)				_			

		Provid	er	# Of Times per	Cost per	Maximum	EStilliated Maxilliulli
SERVICE	LEA	NPA	OTHER Specify	wk/mo/yr., Duration; or per IEP; or as needed	session	Number of Sessions	Total Cost for Contracted Period
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							
MASTER CONTRACT APPROVED BY T				118			
(Signature)				(Date)			
The parties hereto have executed this Inc	lividual Servic	ces Agreem	ent by and throu	igh their duly authorized	agents or represe	entatives as set fo	rth below.
-CONTRA	CTOR-				-DISTR	RICT-	
(Name of Nonpublic Agency)				Nationa School District (Name of School District	t t)		
(Signature)		(Date)		(Signature)			(Date)
(Name and Title)				Chris Carson, Assistar	nt Superintendent	- Business Service	<u>ces</u>

(Name of Superintendent or Authorized Designee)

Agenda Item: 14.C. Presentation from community partner, Olivewood Gardens, on its program and

continuing work with National School District.

Speaker: Paula Jameson-Whitney, Assistant Superintendent Educational Services

Quick Summary / Abstract:

Tonight, Corrie Madueño, Olivewood Gardens Schools Coordinator will present information on past and current successes, as well as some ideas of how National School District and Olivewood Gardens can continue to "grow" together for the benefit of the students and families of National City.

National School District has been collaborating with Olivewood Gardens for many years. During that time children from our schools have learned about healthy diets, planted and grown vegetables, and engaged in hands on garden science. Olivewood Gardens has also partnered with NSD's Wellness Committee, participated in the development of our Local Control Accountability Plan, and worked with our parents in the Kitchenista program.

Agenda Item: 14.D. Presentation and progress report on the 2017-2018 National City Collaborative

Family Resource Center.

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

Quick Summary /

Abstract:

In this report, Jose Mireles, Eva Watts, Angelica Benitez and Paula Jameson-Whitney will present on current National City Collaborative Family Resource Center programs. Additionally, there will be a discussion of the continuing work of the collaborative partners: National School District, Sweetwater Union High School District, and South Bay Community Services.

Community Services

Comments: After a strategic planning process, the National City Collaborative Family Resource Center

(FRC) restructured its program in 2017. The mission of the restructured FRC is to grow and maintain partnerships that will advocate for and with families by collaborating with educators, staff, and National City's diverse community, helping families to flourish for life

through:

-effective prevention programs

-timely crisis intervention

-impactful care coordination

-enhanced family/school connections

The presentation will cover the above goals, as well as provide data on services and reports on newly formed partnerships.

Agenda Item: 15. HUMAN RESOURCES

Agenda Item: 15.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding

the proposal from the National School District to the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2018-

2019 School Year.

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract:

Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining," gives the public the opportunity to express their views at a board meeting prior to the Board's adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives.

organizational representative

Attachments: NSD Proposal

# Initial Proposal from the National School District to CSEA and its National Chapter, 206 April 11, 2018

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 et seq.), the National School District "sunshines" the following articles for the collective bargaining with CSEA and its National Chapter 206.

Article #	Article	Sunshine Proposal
5	Employees Rights	NSD wishes to open this
		article to change and add
		language: 5.2 Payroll
		adjustment for
		overpayments defined.
9	Hours and Overtime	NSD wishes to open this
		article to change and add
		language: 9.12 Define the
		timing of Community Service
		Events in relation to the
		school day.
		9.13 Clarify and change
		substitute language to define
		school sites at which a
		Campus Student Supervisor
		may substitute.
12	Health and Welfare Benefits	NSD wishes to open this
		article to clean up and
		update language to reflect
		current dates and the current
		cap on employee benefits.
22	Training	NDS wishes to add language;
		22.3 In-Service Training Time
		to ensure proper student
		supervision.
27	Terms of Agreement	NSD wishes to open this
		article and change dates

Agenda Item: **16. BUSINESS SERVICES** 

Agenda Item: 16.A. Consideration and appointment of Marisol Flores and Manuela Ramirez to the

Measure N and HH Citizens' Bond Oversight Committee.

Speaker: Christopher Carson, Assistant Superintendent Business Services

Quick Summary / Abstract:

Approval of Marisol Flores (Parent/Guardian Representative) and Manuela Ramirez (Parent-Teacher Representative) will allow for the District to have a quorum for the Citizen's Bond Oversight Committee.

The current Governing Board appointed Measure N Citizens' Bond Oversight Committee is as follows:

Vacant, Business Organization Representative Vacant, Taxpayers Association Representative

Lori Anne Peoples, Senior Citizens' Organization Representative

Vacant, Parent/Guardian Representative Vacant, Parent-Teacher Representative David Garcia Ozua, At-Large Representative Anne Campbell, At-Large Representative

Comments:

Marisol Flores is a resident of National City. Ms. Flores is an active member of the Ira Harbison Community, and is the President of the Parent-Teacher Association at the School. Ms. Flores is also an active member of the District Parent Advisory Committee (DPAC), and of the District English Language Advisory Committee (DELAC). If approved, she would fill the vacant Parent/Guardian Representative position on the Measure N and HH CBOC.

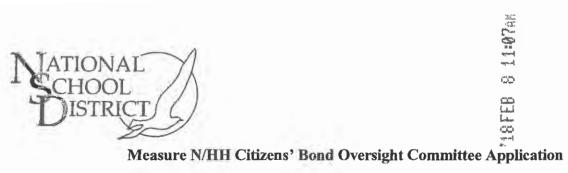
Manuela Ramirez is a resident of National City, an active member of the Ira Harbison Community, and the Treasurer of the Parent-Teacher Association at the School. Ms. Ramirez previously served as a member of the CBOC from 2015 through 2017. Ms. Ramirez is an active member of the District Parent Advisory Committee (DPAC). If approved, she would fill the vacant Parent-Teacher Representative position on the Measure N and HH CBOC.

Recommended Motion:

Appoint Marisol Flores and Manuela Ramirez to the Measure N and HH Citizens' Bond Oversight Committee.

Attachments:

M. Flores CBOC Application M. Ramirez CBOC Application



#### About Measure N/HH:

Measure N/HH were passed under the rules of Proposition 39, which requires that the Board of Trustees appoint a Citizens' Bond Oversight Committee (CBOC) to monitor bond expenditures. The CBOC is responsible for reviewing expenditures related to the District's \$26,100,000 and \$30,000,000 general obligation bond, Measure N/HH, approved by the voters on November 4, 2014 and November 8, 2016.

Please print or type		
Name Harisol Flores		
Address		***
City Pationel City	Zip 91950	
Home phone +	Work	phone
Cell phone	e-mail_	
I would be able to represent the foll	owing constituencies: (check	all that apply)
□ Business representative (active in a	business organization repres	enting local business)
Organization		
□ Senior citizen group representative Organization		
□ Taxpayer association member (act Association		- •
N Parent/guardian of a child in the N School <u>Tra</u> Harbison		
□ Parent/guardian of a child in the N parent/teacher organization		a member of the school's
School		
Community member at large		

## NATIONAL SCHOOL DISTRICT

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



Measure N/HH Citizens' Bond Oversight Committee Application Are you an employee of the National School District?	□ Yes ¼ No
Are you a vendor, contractor, or consultant to the National School District?	□ Yes È No
Do you have schedule conflicts that would preclude you from attending periodic meetings?	□ Yes 🏿 No
Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee?	□ Yes 🍇 No
Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee?	□ Yes 🗷 No
Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement?	¥Yes □ No
Why do you want to serve on a citizens' oversight committee?  I would to serve my community in a broader role,  Just at my School site throught PTA.	NO4
Do you have any special area of expertise or experience that you think would be helpful to committee?  Silingual born and raised in National City and Kn Community well.	
If you have served on other school district, college, city, or community committees please I briefly describe your role:  Tra Harbison PTA	ist and
l, (print name) <u>Horsol Flores</u> attest that all answers and statem document are true and complete to the best of my knowledge.	ents in this
(Signature)	
	. NT-45 1

Completed applications shall be submitted to Evelyn Sanchez, Business Services Division – National School District, 1500 "N" Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to <a href="mailto:esanchez@nsd.us">esanchez@nsd.us</a>. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

## NATIONAL SCHOOL DISTRICT

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Creating Successful Learners... Now



18FEB 8 11:07:00

# Measure N/HH Citizens' Bond Oversight Committee Application

#### About Measure N/HH:

Measure N/HH were passed under the rules of Proposition 39, which requires that the Board of Trustees appoint a Citizens' Bond Oversight Committee (CBOC) to monitor bond expenditures. The CBOC is responsible for reviewing expenditures related to the District's \$26,100,000 and \$30,000,000 general obligation bond, Measure N/HH, approved by the voters on November 4, 2014 and November 8, 2016.

Please print or type	2	
Name Manuela Ramirez	(IRA-Harboxn)	***
Address		
City National City	Zip 91950	
Home phone	Work	phone
Cell phone_	e-mail <u>',</u>	
I would be able to represent the follow  Business representative (active in a bu	The same of the sa	
Organization		
□ Senior citizen group representative (a Organization		
□ Taxpayer association member (active Association		
□ Parent/guardian of a child in the Nati School		
Parent/guardian of a child in the Nati parent/teacher organization		O a member of the school's
School	<u> </u>	
□ Community member at large		

## NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now



Measure N/HH Citizens' Bond Oversight Committee Application Are you an employee of the National School District?	n □ Yes XX
Are you a vendor, contractor, or consultant to the National School District?	□ Yes 200
Do you have schedule conflicts that would preclude you from attending periodic meetings?	□ Yes XNd
Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee?	□ Yes □ No
Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee?	□ Yes □ No
Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement?	Yes 🗆 No
Why do you want to serve on a citizens' oversight committee?  It's important to have parent invanies.	£
Do you have any special area of expertise or experience that you think would be helpf committee?  I have been on the committee before	iul to the
If you have served on other school district, college, city, or community committees ple briefly describe your role:  Boo Citizen Band Oversig M Committee	
I, (print name) Manuell PCIMIV3	tatements in this
Completed applications shall be submitted to Evelyn Sanchez, Business Services Di	vision – National

Completed applications shall be submitted to Evelyn Sanchez, Business Services Division – National School District, 1500 "N" Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to <a href="mailto:esanchez@nsd.us">esanchez@nsd.us</a>. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

# NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

Agenda Item:

16.B. Approve the Joint Powers Agreement (JPA) and Bylaws of the San Diego County Special Education Legal Alliance for the purpose of joining the Alliance.

Speaker:

Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract:

Approval of this Agreement and its bylaws will allow the National School District to join the San Diego County Special Education Legal Alliance. This Legal Alliance provides support to districts that have issues that are of importance to all member districts. The term of the Joint Powers Agreement would last until withdrawn by the District, or termination of the agreement by member districts. The District may withdraw as of June 30 of the given year by giving written notice of intent to withdraw to the Alliance by May 15. The Joint Powers Agreement may be terminated by majority vote of the member districts.

Comments:

The San Diego County Special Education Legal Alliance was formed to provide collaboration to support systemic legal change in special education by jointly supporting selected special education cases through judicial and administrative processes. The Legal Alliance will:

- 1. Analyze special education decisions and rulings brought to the Alliance by member districts to determine if the decisions or rulings are of countywide or statewide significance.
- 2. Assist district in the funding of litigation and appeals of administrative and judicial decisions and rulings where the outcome of the decision has countywide significance or could potentially be precedent setting on a statewide or countywide basis.
- 3. Provide leadership for advocating legislative and administrative change by working with legislators and state agencies.
- 4. Provide training and counsel on critical special education issues of countywide significance.

Recommended Motion:

Approve the Joint Powers Agreement (JPA) and Bylaws of the San Diego County Special Education Legal Alliance for the purpose of joining the Alliance.

Financial Impact:

Contract costs: Not to Exceed \$3,750

Additional staffing costs: \$0

Other costs: \$0 Annual cost

**Special Education Funds** 

Attachments: JPA Agreement JPA Bylaws

# JOINT POWERS AGREEMENT SAN DIEGO COUNTY SPECIAL EDUCATION LEGAL ALLIANCE

THIS AGREEMENT is made and entered into by, between, and among the public educational agencies which have elected to unite in the joint powers entity hereby created, and those public educational agencies which may hereafter elect to join.

#### WITNESSETH

WHEREAS, the parties agree to provide support, financial & otherwise, to a LEA(s) whose special education legal case meets the criteria set forth in this agreement;

WHEREAS, it has been determined by the parties which are signatories hereto that there exists a need for a countywide system for the review and appeal of special education cases, of countywide and statewide legal significance;

WHEREAS, the assistance to be provided jointly hereunder will result in benefits to each of the parties hereto, at a lower cost than if such review and appeals were separately provided in another manner;

WHEREAS, 20 U.S.C. Section 1415 and Education Code Section 56505 authorize school districts to appeal hearing officer decisions to a court of competent jurisdiction; and

WHEREAS, federal and state law authorize judicial review of administrative decisions and processes.

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived herefrom, and in consideration of the execution of this Agreement by other public educational agencies, each of the parties hereto does agree as follows:

#### 1. CREATION OF THE JOINT POWERS ENTITY

A public entity, separate and apart from the parties to this Agreement, is hereby created and shall be designated as the San Diego County Special Education Legal Alliance (hereinafter "Alliance") upon approval by SELPAs representing at least half of the student average daily attendance (ADA) in San Diego County.

#### 2. FUNCTIONS OF THE ALLIANCE

The Alliance is established as a San Diego collaborative to support systemic legal change in special education by jointly supporting selected special education cases through judicial and administrative processes. Examples of these functions would include, but not be limited to:

- a. Reviewing special education decisions and rulings rendered by administrative agencies and the courts, including, but not limited to decisions by the California Department of Education, the Special Education Hearing Office and the United States Department of Education, Office for Civil Rights brought to the Alliance by member districts.
- b. Analysis of special education decisions and rulings brought to the Alliance by member districts to determine if the decisions or rulings are of countywide or statewide significance, have potential precedential value affecting districts throughout San Diego

County or by the nature of the decision or ruling could lead to needed systemic change if appealed and overturned.

- c. Assisting districts in the funding of litigation and appeals of administrative and judicial decisions and rulings where the outcome of the decision has countywide significance or could potentially be precedent setting on a statewide or countywide basis.
- d. The filing of amicus briefs in appropriate cases.
- e. Establishing criteria for determining the key issues involving special education including the principal areas in need of systemic change.
- f. Providing leadership for advocating legislative and administrative change by working with legislators and state agencies.
- g. Provide training and counsel on critical special education issues of countywide significance that would increase the probability of prevailing in litigation.

#### 3. TERM OF AGREEMENT

This Agreement shall be effective upon execution hereof, and shall continue in effect until terminated as provided herein. In the event of a reorganization of one or more of the public educational agencies participating in this Agreement, the successor in interest to the obligations of any such reorganized agency shall be substituted as a party or parties to this Agreement.

# 4. ADMINISTRATIVE ALLIANCE

There shall be an Executive Committee which will include a Superintendent from each of the participating SELPAs and the San Diego County Superintendent of Schools.

The Executive Committee shall administer this Agreement. The Executive Committee shall exercise the functions of the Alliance, and shall possess powers which include but are not limited to the following:

- a. To make and enter contracts.
- b. To employ agents and employees.
- c. To incur debts, liabilities or obligations related to the purpose of this Agreement.
- d. To take legal action on behalf of the Alliance, address legal issues collaboratively, support district legal actions, and file amicus briefs consistent with this Agreement.

The Executive Committee shall develop and publish Bylaws governing the establishment and maintenance of the delivery system. A copy of said Bylaws will be provided to each of the parties hereto. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Alliance will be operated pursuant to this Agreement and the Bylaws.

#### 5. THE REVIEW COMMITTEE

The Review Committee will be comprised of attorneys from 2 separate law firms, 1 SELPA director, 1 superintendent, 2 district special education directors. Committee members will serve on a rotational basis and meet on an Ad Hoc basis. Committee composition will not include a representative from the district whose case is to be reviewed/considered. There will be a 3 tiered review process:

- <u>Tier 1</u>: At the individual <u>SELPA Level</u> a preliminary determination will be made regarding the extent to which a case meets the criteria of the Alliance. The SELPA will then submit an application to the Review Committee.
- <u>Tier 2</u>: <u>The Review Committee</u> will judge the application against established criteria. At no time shall a Review Committee have more than one representative from any individual district. Should the Review Committee decide to recommend to the Executive Committee that a law firm be hired to fulfill any of the Alliance purpose(s), the firm selected will not be one of those that participated on the Review Committee that made the decision.
- <u>Tier 3:</u> <u>The Executive Committee</u> will consider the Review Committee's recommendation. A simple majority vote of the Executive Committee quorum present shall constitute a final decision. The decision to employ a law firm and to move the process forward rests solely with the Executive Committee.

In the event that the LEA whose case has been selected for Alliance support decides to settle the case, all costs associated with the case shall be the responsibility of the LEA rather than the Alliance.

# 6. TREASURER/AUDITOR

The Assistant Superintendent for Business Services of the San Diego County Office of Education shall be designated as the Treasurer/Auditor of the Alliance. The Treasurer/Auditor shall be the depositary and have custody of all the money of the Alliance, from whatever source. The Treasurer/Auditor shall:

- a. Receive and receipt for all money of the Alliance and deposit it in the County School Service Fund to the credit of the Alliance.
- b. Be responsible for the safekeeping and disbursement of all money of the Alliance so held by the Treasurer/Auditor.
- c. Pay, when due, out of money of the Alliance so held by the Treasurer/Auditor, all sums payable by the Alliance only upon warrants authorized by the Treasurer/Auditor and drawn by the Treasurer of San Diego County or the Treasurer's authorized representative.
- d. Verify and report in writing on the first day of July, October, January, and April of each year to the parties to this Agreement the amount of money held for the Alliance, the amount of receipts since the last report, and the amount paid out since the last report.

# 7. ACCOUNTS AND RECORDS

# a. Accountability:

The Treasurer/Auditor shall have the duty to maintain at all times strict accountability of all funds received and disbursed. The Treasurer/Auditor shall cause to be kept proper accounts and records in which complete and detailed entries shall be made of all transactions including all receipts and disbursements. Such accounts and records shall be kept in accordance with applicable law and generally accepted accounting principles. Said accounts and records shall be subject to inspection at any reasonable time by representatives of each of the parties to this Agreement.

#### b. Audit:

The County Superintendent shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Alliance. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Reports of such audits shall be filed as public records with each of the parties to this Agreement and also with the Auditor for San Diego County. Such reports shall be filed within twelve (12) months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of certified public accountants, shall be borne by the Superintendent and shall be a charge against any unencumbered funds of the County Superintendent available for the purpose.

### 8. PAYMENTS

- a. Each participant agrees to pay for the 1<sup>st</sup> year to the County Superintendent the sum of \$.50 per P-2 2004/2005 ADA. The Superintendent shall prepare an auditors transfer and charge participating districts for the services to be performed for the 2005-06 fiscal year within 60 days of the execution this agreement.
- b. Each fiscal year the Executive Committee shall reevaluate the cost of the service and may at any time deemed necessary by the Committee approve an additional assessment. On or before April 15 of the second and each succeeding year of this Agreement, the Executive Committee shall report to each participant the amount that has been determined to be paid for the ensuing year. Said amount shall be paid by the participant on or before August 15, unless the participant has given notice of its intention to withdraw from the Countywide delivery service pursuant to Section 10 of this Agreement.
- c. Additional San Diego County districts may join the Legal Alliance by paying the annual dues based on the prior year ADA. In order to be considered for support from the Legal Alliance, a case from a new district must have been filed with OAH prior to July 1 of that year.

#### 9. WITHDRAWAL

Any participant may withdraw from this Agreement and from the Alliance hereby formed by giving written notice of its intention to do so on or before May 15 of the then current fiscal year. The withdrawal of the participant will be effective on July 1 of the next fiscal year. Should a LEA decide to withdraw from the Alliance while it has an active Alliance supported case, all costs associated with the case shall be the responsibility of the LEA, not the Alliance.

#### 10. TERMINATION OF AGREEMENT

This Agreement may be terminated, except for the purposes of winding up the affairs of the Alliance, effective at the end of any fiscal year by the affirmative action by a simple majority of all the public educational agencies then parties to the Agreement. The inclusion of additional parties to this Agreement or the withdrawal of some but not all of the parties to this Agreement shall not be deemed a dissolution of the Alliance or a termination of this Agreement. Should district participation in the Alliance drop to the point where the remaining participating districts represent less than 50 percent of student ADA this Agreement shall terminate.

#### 11. DISPOSITION OF FUNDS

In the event of the dissolution of the Alliance, or the complete rescission or other final termination of this Agreement, any property interest remaining in the Alliance following a discharge of all obligations shall be returned in proportion to the contributions made by the then parties to the Agreement.

#### 12. SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with the laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

#### 13. LIABILITY

Pursuant to the provisions of Section 895.4 of the Government Code, each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

The Alliance may insure itself, to the extent deemed necessary by the Executive Committee, against loss, liability and claims arising out of or connected with this Agreement.

#### 14. AMENDMENTS

This Agreement may be amended by a simple majority vote of all parties to the Agreement. Any such amendment shall be effective upon the date of execution thereof, unless otherwise provided in the amendment.



# THE HOWARD E. NYHART COMPANY, INC. ("NYHART") SERVICE AGREEMENT ("AGREEMENT")

# Agreement Between Nyhart, and:

Client Name:	National School District
<b>Primary Contact Name:</b>	Christopher Carson, Assistant Superintendent Business Services
Primary Contact Address:	1500 N Avenue
	National City, CA 91950
Primary Contact Phone:	(619) 336-7717
Primary Contact Email:	CCarson@nsd.us

### Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Kick off conference call
- Data collection and analysis for full actuarial valuation
- Updated December 31, 2017 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2018
- Conference call to review valuation report
- Roll-forward valuation, and GASB 75 Report for FYE 6/30/2019 GASB 75 compliance

# Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

Service	<u>Fee</u>
Updated December 31, 2017 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2018*	\$6,550
Roll-forward Valuation and GASB 75 Report for FYE 6/30/2019**	\$2,250

<sup>\*</sup> Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (12/31/2017); GASB 75 compliance will use a Measurement Date of 12/31/2017.

Our fees assume no material plan changes since the prior valuation and discount rate change only for the 6/30/2019 GASB 75 report.

<sup>\*\*</sup> Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 12/31/2018.

# BYLAWS OF THE SAN DIEGO SPECIAL EDUCATION ALLIANCE

#### NAME AND PRINCIPLE OFFICE

The name of the organization shall be the San Diego County Special Education Alliance. The principle office of the organization is located at the San Diego County Office of Education (SDCOE), 6401 Linda Vista Road, San Diego, CA 92111.

#### RESPONSIBILITIES

The San Diego County Special Education Alliance (hereinafter the "Alliance") shall serve as a public entity separate and apart from its member districts as a San Diego County collaborative to support systemic legal change in special education. The Alliance is established to provide support to districts in selected special education cases, to analyze special education decisions and rulings brought to the Alliance by member districts, to assist districts in the funding of litigation and appeals of administrative and judicial decisions and rulings, to provide leadership for advocating legislators and state agencies to provide training and counsel to school district staff on critical special education issues of countywide significance.

#### **REGULAR MEETINGS**

The Executive Committee shall meet regularly each school year. Meeting dates and places shall be determined by the Executive Committee. Minutes of meeting will be provided to all participating LEA Superintendents.

#### SPECIAL MEETINGS

Special meetings may be called by the Chairperson of the Executive Committee or by a majority vote of the SELPA representatives.

#### **NOTICE OF MEETINGS**

The time and place of each regular meeting shall be communicated to all members of the Alliance. Notification shall be in writing. Agendas will be posted at SDCOE location on Linda Vista Road. Each member district shall post the agenda 72 hours in prior to the scheduled meeting at their district headquarters.

#### QUORUM

A quorum shall exist when a majority of SELPA superintendent representatives who are members of the Alliance are present at a meeting. A superintendent may designate a member of senior management from within their SELPA as his or her representative. As there are currently five SELPAs participating in the Alliance, a quorum shall exist when there are 3 superintendents (or their designees) are present.

#### CONDUCT OF MEETINGS

Conduct of meetings shall follow the parliamentary procedures of Robert's Rules of Order when applicable and consistent with these Bylaws, the Joint Powers Agreement, the Education code, and other applicable federal and state laws. An agenda may be prepared for the meeting and minutes may be taken.

1

#### **VOTING**

Unless otherwise specified by these Bylaws, all decisions of the Executive Committee shall be made only after an affirmative vote of a simple majority of the Executive Committee quorum being present.

# **EXECUTIVE COMMITTEE**

The Executive Committee shall include one superintendent from each of the participating SELPAs in San Diego County and the San Diego Superintendent of Schools.

The Executive Committee shall develop and publish Bylaws governing the establishment and maintenance of the Alliance. A copy of the Bylaws will be provided to each of the members of the Alliance. Each party to the Joint Powers Agreement agrees to comply with or be bound by the provisions of the Bylaws and further agrees that the Alliance will be operated pursuant to the Joint Powers Agreement and the Bylaws.

The Executive Committee shall administer the Joint Powers Agreement and the Bylaws. The Executive Committee shall exercise the functions of the Alliance, and shall possess powers, which include but are not limited to the following:

- 1. To make and enter into contracts.
- 2. To employ agents and employees.
- 3. To incur on behalf of districts and/or SELPAs debts, liabilities, or obligations related to the purpose of the Joint Powers Agreement.
- 4. To take legal action on behalf of the Alliance, address legal issues collaboratively, support district legal actions, and file amicus briefs consistent with the Joint Powers Agreement.
- 5. To provide staff development and training to member districts.

#### **SUBCOMMITTEES**

Subcommittees may be appointed by the Executive Committee. All subcommittees must be approved by a majority vote of the Executive Committee.

Subcommittees shall meet as often as necessary to conduct their tasks. Time, place, and means of notification of the subcommittee meetings shall be determined by the subcommittee.

#### THE REVIEW COMMITTEE

The Review Committee will be comprised of attorneys from 2 separate law firms, 1 SELPA director, 1 superintendent, 2 district special education directors. Committee members will serve on a rotational basis and meet on an Ad Hoc basis. Committee composition will not include a representative from the district whose case is to be reviewed/considered.

Law firms will serve without charge to the Alliance when participating on a Review Committee.

There will be a 3 tiered review process:

Tier 1: At the individual SELPA Level a preliminary determination will be made regarding the extent to which a case meets the criteria of the Alliance. The SELPA will then submit an application to the Review Committee.

<u>Tier 2</u>: <u>The Review Committee</u> will judge the application against established criteria. At no time shall a Review Committee have more than one representative from any individual district. Should the

Bylaws of the San Diego County Special Education Alliance (Revised June 25, 2015)

Review Committee decide to recommend to the Executive Committee that a law firm be hired to fulfill any of the Alliance purpose(s), the firm selected will not be one of those that participated on the Review Committee that made the decision.

<u>Tier 3</u>: <u>The Executive Committee</u> will consider the Review Committee's recommendation. A simple majority vote of the Executive Committee quorum present shall constitute a final decision. The decision to employ a law firm and to move the process forward rests solely with the Executive Committee.

In the event that the LEA whose case has been selected for Alliance support decides to settle the case, all costs associated with the case shall be the responsibility of the LEA rather than the Alliance. The district will refund any monies paid to the Legal Alliance prior to the settlement. If a case results in an adverse result, the terms and conditions will have been previously determined by the Executive Committee as a condition of taking on the case.

# TREASURER/AUDITOR

The Assistant Superintendent for Business Services of the San Diego County Office of Education shall be designated as the Treasurer/Auditor of the Alliance. This service shall be in lieu of fee assessments for participation in the Alliance, and is considered an in kind contribution. The Treasurer/Auditor shall be the depositary and have custody of all the money of the Alliance, from whatever source. The Treasurer/Auditor shall:

- Receive and receipt for all money of the Alliance and deposit it in the County School Service Fund to the credit of the Alliance.
- Be responsible for the safekeeping and disbursement of all money of the Alliance so held by the Treasurer/Auditor.
- c. Pay, when due, out of money of the Alliance so held by the Treasurer/Auditor, all sums payable by the Alliance only upon warrants authorized by the Treasurer/Auditor and drawn by the Treasurer of San Diego County or the Treasurer's authorized representative.
- d. Verify and report in writing on the first day of July each year and at each Regular Meeting to the parties to this Agreement the amount of money held for the Alliance, the amount of receipts since the last report, and the amount paid out since the last report.

Agenda Item: 16.C. Approve CT3488 with Nyhart Actuary & Employee Benefits to perform the

Other Post-Employment Benefits Actuarial Valuation for the National School

District.

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract:

Approval of this contract will allow the District to comply with Governmental Accounting Standards Board (GASB) statements 45, 68, and 75 related to Other Post-Employment Benefits (OPEB), which refers to benefits earned during employment, but used after employment has ended.

The most common example of post-employment benefits, other than pensions, is retiree health benefits. GASB statements require an annual study to report the accrued OPEB costs and obligations in the National School District audited financial statements.

Comments:

Most school districts pay for post-employment health benefits on a "pay-as-you-go" basis to employees who retire and qualify for post-retirement health benefits. Until implementation of GASB 45, school districts have not been required to set funds aside to pay for future retiree health benefits. GASB 45 proposed to change this by requiring school districts to report this unfunded liability in their audited financial statements. As school districts begin to fund this liability, it will take from their future years' budgets and leave less funding for other types of employee compensation.

A change in the standards under GASB 75 now require an annual update each fiscal year. As a result, Nyhart will now need to also update this data for the fiscal year ending June 30, 2019.

Recommended Motion:

Approve CT3488 with Nyhart Actuary & Employee Benefits to perform the Other Post-Employment Benefits Actuarial Valuation for the National School District.

Financial Impact:

Contract costs: \$6,550 for fiscal year ended 6/30/2018 \$2,250 for fiscal year ended 6/30/2019 \$8,800 in total for this agreement.

Additional staffing costs: \$0

Other costs: \$0 Annual cost General Fund

Attachments: CT3488



# THE HOWARD E. NYHART COMPANY, INC. ("NYHART") SERVICE AGREEMENT ("AGREEMENT")

# Agreement Between Nyhart, and:

Client Name:	National School District
Primary Contact Name:	Christopher Carson, Assistant Superintendent Business Services
Primary Contact Address:	1500 N Avenue
	National City, CA 91950
Primary Contact Phone:	(619) 336-7717
Primary Contact Email:	CCarson@nsd.us

### Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Kick off conference call
- Data collection and analysis for full actuarial valuation
- Updated December 31, 2017 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2018
- Conference call to review valuation report
- Roll-forward valuation, and GASB 75 Report for FYE 6/30/2019 GASB 75 compliance

# Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

Service	<u>Fee</u>
Updated December 31, 2017 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2018*	\$6,550
Roll-forward Valuation and GASB 75 Report for FYE 6/30/2019**	\$2,250

<sup>\*</sup> Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (12/31/2017); GASB 75 compliance will use a Measurement Date of 12/31/2017.

Our fees assume no material plan changes since the prior valuation and discount rate change only for the 6/30/2019 GASB 75 report.

<sup>\*\*</sup> Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 12/31/2018.



#### Additional services available if requested by Client

In addition to OPEB actuarial services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- CalPERS Pension Related (e.g. GASB 68 Support, Section 115 Supplemental Funding Trusts)
- Health Care Reform financial impact consulting
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- Flex Accounts FSA, HRA, & HSA consulting and administration

#### Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services. Material changes required after draft report delivered may result in additional fees.

# **Client Responsibilities and Representations**

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.



#### **Dispute Resolution**

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

# Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contribution to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or mission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

nyhart

# **Acceptance**

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

National School D	District
Ву:	
Printed Name:	
Date:	
Nyhart	
Ву:	4/
Printed Name:	Marilyn Jones, Principal & Actuary
Date:	March 14, 2018

Agenda Item: **16.D. Accept gifts.** 

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

- 1. \$670.00 from Palmer Way PTA to Palmer Way School for field trip transportation.
- 2. \$150.00 from Christopher K. Rocco to El Toyon School for school materials and supplies.
- 3. \$5,095.75 from Las Palmas PTA to Las Palmas School for sixth grade camp.
- 4. \$1,550.25 from Las Palmas PTA to Las Palmas School for field trip transportation.
- 5. \$1,393.00 from Wrigley's Supermarket to Palmer Way Preschool for field trips and school events.
- 6. \$2,295.00 from Kevin Epps to El Toyon School for sixth grade camp.
- 7. \$54.18 from Truist to El Toyon School for school materials and supplies.
- 8. \$25.00 from Lisa Saldias to El Toyon School for school materials and supplies.
- 9. \$2,143.54 from First Book and dd's Discounts to El Toyon School for new reading books.
- 10. \$40.00 from United Cerebral Palsy Association of San Diego County to Ira Harbison School for school and classroom supplies.

# Quick Summary / Abstract:

- Palmer Way PTA works throughout the year to support various programs at Palmer Way School and National School District.
- Christopher K. Rocco is a community member with an interest in supporting youth.
- Las Palmas School PTA works throughout the year to support various programs at Las Palmas School and National School District.
- Wrigley's Supermarket is a local business with an interest in supporting neighborhood schools.
- Kevin Epps is a friend of a teacher. He appreciates science and has an interest in supporting educational programs.
- Truist is a payroll giving program which facilitates the receiving of donations for charities and nonprofit organizations.
- Lisa Saldias is a community member with an interest in supporting youth
- First Book is a nonprofit social enterprise that provides new books, learning materials and other essentials to children in need.
- dd's Discounts is a local business with an interest in supporting youth
- United Cerebral Palsy Association of San Diego County is a nonprofit organization, which educates, advocates and provides support services to people with disabilities.

#### Comments:

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

Recommended Motion:

Accept gifts

Agenda Item: 17. BOARD WORKSHOP

Agenda Item: 17.A. Review and discuss suggested revisions and updates to Board Policies and

**Administrative Regulations.** 

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract:

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

A critical role for Governing Boards is to regularly review and update District policies. Comments: National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are

customizable to meet the needs and practices of individual

In 2017-18, National School District began a comprehensive review of all of its policies. Because of the large volume of policies (more than 650), this process was divided into three

parts:

Part 1: Administrative Policies and Board Bylaws

Part 2: Students and Instruction

Part 3: Business and Noninstructional Operations, Personnel, and Facilities

Suggested policy revisions and updates for Part 1: Administrative Policies and Board Bylaws were presented to the Governing Board for first reading during a Special Board meeting held on February 8, 2017, and adopted by the Governing Board on February 22,

2017.

Suggested policy revisions and updates for Part 2: Students and Instruction (along with ongoing updates for Administrative Policies and Board Bylaws) were presented to the Governing Board for first reading during a Regular Board meeting held on July 12, 2017 (See Exhibit C), discussed during a Board workshop on September 13, 2017 and adopted by the Governing Board on October 11, 2017.

Suggested policy revisions and updates for Part 3: Business and Noninstructional Operations, Personnel, and Facilities (along with ongoing updates) were brought forward for a first reading at the Regular Board meeting held on February 14, 2018.

Attachments: Exhibit B

Agenda Item: 18. BOARD/CABINET COMMUNICATIONS

Agenda Item: 19. ADJOURNMENT