



Governing Board Agenda

August 8, 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 Assistant Superintendent--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, August 8, 2018

Closed Session -- 3:30 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

August 8, 2018

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board
President

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

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Recognize Christopher Krausie, Maintenance Worker/Plumbing, Maintenance & Operations Department, as National School District Employee of the Month for August 2018.

Raul Martinez,
Director Maintenance,
Operations & Facilities

9.B. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

August 8, 2018

10. PUBLIC COMMUNICATIONS

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

Maria Betancourt-Castaneda, Board President

11. AGENDA

11.A. Approve agenda.

Leighangela Brady, Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Betancourt-Castaneda, Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on July 11, 2018.

Leighangela Brady, Superintendent

12.A.II. Approve the minutes of the Special Board Meeting held on July 16, 2018.

Leighangela Brady, Superintendent

12.B. Administration - None

Leighangela Brady, Superintendent

12.C. Human Resources

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

Leticia Hernandez, Assistant Superintendent, Human Resources

12.C.II. Pre-approval to hire temporary employees.

Leticia Hernandez, Assistant Superintendent, Human Resources

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

Leticia Hernandez, Assistant Superintendent, Human Resources

August 8, 2018

12.D. Educational Services - None

Sharmila Kraft,
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 #18-19.11 regarding absence of Board Member Barbara Avalos due to illness. Leighangela Brady,
Superintendent

13.B. Adopt Resolution #18-19.12 regarding absence of Board Member Alma Sarmiento due to illness. Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Amend Non-Public School Master Contract #CT3400 with Aseltine School to provide an educational program for special education students for the 2018-19 school year. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve #CT3508 for Individual Service Agreement with Aseltine School to provide an educational program for student #3709915 for the 2018-19 school year. Sharmila Kraft,
Assistant
Superintendent
Educational Services

14.C. Approve #CT3509 with Premier Healthcare Services, San Diego County Office of Education. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.D. Ratify #CT3487 for student #3431120668 and #CT3516 for student #4062917474 and for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-19 school year. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.E. Approve Contract #CT3505 with Regents of the University of California Irvine for 2018-19 to provide K-6 support of Rigorous Curriculum Design (RCD) math units at all sites. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.F. Approve contract #CT3506 with the California Reading and Literature Project, UC San Diego/San Diego Region. Sharmila Kraft,
Assistant
Superintendent
Educational Services

August 8, 2018

14.G. Approve Memorandum of Understanding #CT3507 with Sanford Harmony, National University System Sanford Programs.	Sharmila Kraft, Assistant Superintendent Educational Services
14.H. Approve Contract #CT3513 between the National School District Governing Board and the San Diego County Office of Education, Quality Preschool Initiative to for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age during the fiscal year 2018-19.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.I. Approve Contract #CT3514 between the National School District Governing Board and the Neighborhood House Association for the purpose of providing federal Head Start Services for children three and four years of age during the fiscal year 2018-19.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.J. Approve Memorandum of Understanding with the National City Police Department for School Resource Officers for 2018-19.	Sharmila Kraft, Assistant Superintendent, Educational Services
15. HUMAN RESOURCES - None	Leticia Hernandez, Assistant Superintendent, Human Resources
16. BUSINESS SERVICES	
16.A. Presentation by BCK, LLC regarding the development an environmental stewardship plan for National School District.	Chris Carson, Assistant Superintendent, Business Services
16.B. Presentation and Discussion of Olivewood School and Palmer Way School Parking Lot Projects.	Christopher Carson, Assistant Superintendent, Business Services
16.C. Award Contract #CT3510 for Fresh Pizza Delivery Service to Little Caesar's, Inc., for pizza delivery service for the 2018-2019 school year.	Christopher Carson, Assistant Superintendent, Business Services
16.D. Award Contract #CT3511 for Fresh Bread Products to Galasso's Bakery for fresh bread delivery service for the 2018-2019 school year.	Christopher Carson, Assistant Superintendent, Business Services

August 8, 2018

16.E. Award Contract #CT3512 for Bid #18-19-181 to West Coast Arborists, Inc., for Tree Trimming and Removal.

Christopher Carson,
Assistant
Superintendent of
Business Services

16.F. Authorize the Assistant Superintendent of Business Services to advertise for E-Rate Telecommunication Services-Data Circuits.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.G. Accept Gifts

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP

17.A. Discuss potential revisions and updates to Board policies.

Maria Betancourt-
Castañeda, Board
President

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

August 8, 2018

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board
President

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

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Recognize Christopher Krausie, Maintenance Worker/Plumbing, Maintenance & Operations Department, as National School District Employee of the Month for August 2018.

Raul Martinez,
Director, Maintenance,
Operations & Facilities

9.B. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent, Human
Resources

August 8, 2018

10. PUBLIC COMMUNICATIONS

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

Maria Betancourt-Castañeda, Board President

11. AGENDA

11.A. Approve agenda.

Leighangela Brady, Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Betancourt-Castañeda, Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on July 11, 2018.

Leighangela Brady, Superintendent

12.A.II. Approve the minutes of the Special Board Meeting held on July 16, 2018.

Leighangela Brady, Superintendent

12.B. Administration - None

Leighangela Brady, Superintendent

12.C. Human Resources

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

Leticia Hernandez, Assistant Superintendent, Human Resources

12.C.II. Pre-approval to hire temporary employees.

Leticia Hernandez, Assistant Superintendent, Human Resources

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

Leticia Hernandez, Assistant Superintendent, Human Resources

August 8, 2018

12.D. Educational Services - None

Sharmila Kraft,
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 #18-19.11 regarding absence of Board Member Barbara Avalos due to illness.

Leighangela Brady,
Superintendent

13.B. Adopt Resolution #18-19.12 regarding absence of Board Member Alma Sarmiento due to illness.

Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Amend Non-Public School Master Contract #CT3400 with Aseltine School to provide an educational program for special education students for the 2018-19 school year.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve #CT3508 for Individual Service Agreement with Aseltine School to provide an educational program for student #3709915 for the 2018-19 school year.

Sharmila Kraft,
Assistant
Superintendent
Educational Services

14.C. Approve #CT3509 with Premier Healthcare Services, San Diego County Office of Education.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.D. Ratify #CT3487 for student #3431120668 and #CT3516 for student #4062917474 and for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-19 school year.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.E. Approve Contract #CT3505 with Regents of the University of California Irvine for 2018-19 to provide K-6 support of Rigorous Curriculum Design (RCD) math units at all sites.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

August 8, 2018

14.F. Approve contract #CT3506 with the California Reading and Literature Project, UC San Diego/San Diego Region.	Sharmila Kraft, Assistant Superintendent Educational Services
14.G. Approve Memorandum of Understanding #CT3507 with Sanford Harmony, National University System Sanford Programs.	Sharmila Kraft, Assistant Superintendent Educational Services
14.H. Approve Contract #CT3513 between the National School District Governing Board and the San Diego County Office of Education, Quality Preschool Initiative to for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age during the fiscal year 2018-19.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.I. Approve Contract #CT3514 between the National School District Governing Board and the Neighborhood House Association for the purpose of providing federal Head Start Services for children three and four years of age during the fiscal year 2018-19.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.J. Approve Memorandum of Understanding with the National City Police Department for School Resource Officers for 2018-19.	Sharmila Kraft, Assistant Superintendent, Educational Services
15. HUMAN RESOURCES - None	Leticia Hernandez, Assistant Superintendent, Human Resources
16. BUSINESS SERVICES	
16.A. Presentation by BCK, LLC regarding the development an environmental stewardship plan for National School District.	Chris Carson, Assistant Superintendent, Business Services
16.B. Presentation and Discussion of Olivewood School and Palmer Way School Parking Lot Projects.	Christopher Carson, Assistant Superintendent, Business Services
16.C. Award Contract #CT3510 for Fresh Pizza Delivery Service to Little Caesar's, Inc., for pizza delivery service for the 2018-19 school year.	Christopher Carson, Assistant Superintendent, Business Services

August 8, 2018

16.D. Award Contract #CT3511 for Fresh Bread Products to Galasso's Bakery for fresh bread delivery service for the 2018-19 school year.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.E. Award Contract #CT3512 for Bid #18-19-181 to West Coast Arborists, Inc., for Tree Trimming and Removal.

Christopher Carson,
Assistant
Superintendent of
Business Services

16.F. Authorize the Assistant Superintendent of Business Services to advertise for E-Rate Telecommunication Services-Data Circuits.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.G. Accept Gifts

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP

17.A. Discuss potential revisions and updates to Board policies.

Maria Betancourt-
Castañeda, Board
President

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

August 8, 2018

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castaneda, 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**

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

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary / Abstract: Board:
Ms. Barbara Avalos
Ms. Maria Betancourt-Castañeda
Mr. Brian Clapper
Ms. Maria Dalla
Ms. Alma Sarmiento

Staff:
Dr. Leighangela Brady, Superintendent-Administration
Mr. Chris Carson, Assistant Superintendent-Business Services
Dr. Leticia Hernandez, Assistant Superintendent-Human Resources
Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

August 8, 2018

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize Christopher Krausie, Maintenance Worker/Plumbing, Maintenance & Operations Department, as National School District Employee of the Month for August 2018.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Maintenance & Operations Department would like to recognize Christopher Krausie, Maintenance Worker/Plumbing, as the Classified Employee of the Month.

Comments: Mr. Krausie has been working with the Maintenance & Operations Department for almost two years as the Plumbing/Maintenance Worker. He is unassuming when working behind the scenes, but his work ethics and customer service are evident for all to see.

Following are some ways that exemplify Mr. Krausie's outstanding practices and the ideals of the National School District.

Children First:

Mr. Krausie makes student and staff safety his highest priority. He is a person that takes great pride in providing our school communities with the best service possible, ensuring we provide them with a safe, healthy, and secure environment. This is clear when looking at the Hydration Stations he has placed throughout the District.

Whatever it Takes:

Mr. Krausie does "Whatever it Takes," and does so no matter how messy the job can get. Mr. Krause is a staff member with many areas of duties, including kitchen equipment, drinking fountains, restrooms, hot water, sinks, faucets, gas lines, storm drains, Backflow Preventers, and ADA Compliance.

Relationships Matter:

Despite Mr. Krausie's short tenure with the District, his leadership has been apparent. He provides the Maintenance and Operations Department with leadership, guidance, and knowledgeable support when others ask questions. He is always available to help and to problem-solve on issues. Mr. Krausie is someone that others can count on when help is needed, regardless of the type of job. Service, with a smile.

August 8, 2018

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / The employees on the attached list were approved at the July 11, 2018 Governing Board
Abstract: Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 8/8/18		
Name	Position	Location
1. Ofelia Carrillo	Preschool Teacher	El Toyon School
2. Elizabeth Lopez	Preschool Teacher	John Otis School
3. Norma Luna	Preschool Teacher	El Toyon School
4. Hada Morales-Lopez	Preschool Teacher	El Toyon School
5. Liliana Nansen	Preschool Teacher	Preschool Center
6. Heather Potter	Teacher of Special Day Class	Central School
7. Lirio Vanessa Ruffo	Preschool Teacher	Central School
8. Lori Tan	Teacher of Special Day Class	Las Palmas School
9. Angelina Woods	Preschool Teacher	Kimball School
10. Lisa Yegin	Teacher of Special Day Class	Central School

August 8, 2018

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

August 8, 2018

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

August 8, 2018

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

August 8, 2018

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on July 11, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 7/11/2018

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

July 11, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:00 PM:

Present:

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

Absent:

Ms. Barbara Avalos
Ms. Alma Sarmiento

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 3:33 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 3:30 P.M.

Closed session was held from 3:33 p.m. to 4:50 p.m.

No action was taken in closed session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 6:00 p.m.

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Mrs. Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

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

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

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Approve agenda.

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

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar with a correction to the minutes under item 9.A to reflect that Ms. Dalla spoke Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on June 27, 2018.

12.B. Administration

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

12.C. Human Resources

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

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

12.D. Educational Services

12.D.I. Approve the Preliminary Single School Plans for Student Achievement for the 2018-2019 school year.

12.E. Business Services

12.E.I. Adopt Resolution #18-19.01 authorizing contracting pursuant to bid and award documents from the Pomona Valley Purchasing Co-Op Group for the snack foods and beverages, piggyback contract (Proposal #C-189-003 Snack Food and Beverages).

12.E.II. Adopt Resolution #18-19.03 authorizing contracting to Request for Proposal (RFP) and award documents from the San Gabriel Valley Food Services Cooperative Purchasing Group for the purchase of frozen and refrigerated food piggyback contract (RFP #1173-15/16).

12.E.III. Adopt Resolution #18-19.04 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the acquisition of materials, equipment and supplies.

12.E.IV. Adopt Resolution#18-19.05 authorizing National School District to participate in the CalSAVE Vendor Partnership program for the acquisition of materials, equipment, and supplies.

12.E.V. Adopt Resolution #18-19.06 authorizing National School District to participate in the National IPA for the acquisition of school, classroom, and office furniture.

12.E.VI. Adopt Resolution#18-19.07 authorizing National School District to participate in the National Joint Powers Alliance (NJPA) program Vendor for the purchase of supplies, materials and equipment.

12.E.VII. Adopt Resolution #18-19.08 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the

acquisition of materials, equipment and supplies.

12.E.VIII. Adopt Resolution #18-19.09 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.

12.E.IX. Adopt Resolution #18-19.10 authorizing National School District to participate in the WSCA-NASPO Vendor Partnership program for the acquisition of materials, equipment and supplies.

12.E.X. Approve destruction of records that have met the minimum retention requirements or have been microfilmed/scanned in accordance with Title 5 of the California Administrative Code.

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

13. GENERAL FUNCTIONS

14. EDUCATIONAL SERVICES

15. HUMAN RESOURCES

15.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Motion Passed: Authorize the Assistant Superintendent of Human Resources to hire temporary employees. Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

15.B. Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for the 2017-18 school year to include two percent (2%) on the salary schedule retroactive January 1, 2018 for the 2017-18 school year for all members of the California School Employees Association and its Chapter 206.

Motion Passed: Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for the 2017-18 school year to include two percent (2%) on the salary schedule retroactive January 1, 2018 for the 2017-18 school year for all members of the California School Employees Association and its Chapter 206. Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

15.C. Approve job description for Administrative Assistant- Office of the Superintendent.

Motion Passed: Approve job description for Administrative Assistant-Office of the Superintendent Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

16. BUSINESS SERVICES

16.A. Adopt Resolution #18-19.02 authorizing contracting pursuant to bid and award documents from the Chula Vista Elementary School District for the fresh fruits and vegetables, piggyback contract bid (Bid #15/16-9 Produce Products).

Motion Passed: Adopt Resolution #18-19.02 authorizing contracting pursuant to bid and award documents from the Chula Vista Elementary School District for the fresh fruits and vegetables, piggyback contract bid (Bid #15/16-9 Produce Products) Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

16.B. Authorize the sale, disposal and/or donation of surplus property.

Motion Passed: Authorize the sale, disposal and/or donation of surplus property Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

17. BOARD WORKSHOP

17.A. Discuss potential revisions and updates to Board policies.

Dr. Brady discussed potential revisions to BB 9324.

Discussion of potential revisions and updates to other Board policies will be brought forward to a future meeting.

18. BOARD/CABINET COMMUNICATIONS

Dr. Hernandez thanked the new employee for attending the meeting.

Mr. Carson gave an update on the Board voting panel replacement.

Dr. Kraft shared information on training for emergency preparedness.

Dr. Brady gave an update on parking signs in the staff parking lot.

Ms. Betancourt-Castañeda welcomed the new employees. She thanked everyone for all their hard work in preparing for the start of a new school year.

19. ADJOURNMENT

The meeting was adjourned at 6:18 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

August 8, 2018

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on July 16, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Special Board Minutes - 7/16/2018

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

July 16, 2018
4:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 4:02 PM:

Present:

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

Absent:

Ms. Barbara Avalos
Ms. Alma Sarmiento

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 4:02 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Mrs. Yvette Olea took roll call.

4. PUBLIC COMMUNICATIONS

None

5. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:04 p.m. to 5:18 p.m.

Board President, Maria Betancourt-Castañeda announced that in Closed Session the Governing Board voted unanimously to appoint Dr. Wendy O'Connor as Director of Literacies, Educational Technology and Innovation.

Board President, Maria Betancourt-Castañeda announced that in Closed Session the Governing Board voted unanimously to appoint Mr. Richard Hanks as Interim Principal at John Otis School.

7. ADJOURNMENT

The meeting was adjourned at 5:22 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

August 8, 2018

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

Speaker: Leighangela Brady, Superintendent

Quick Summary / None
Abstract:

August 8, 2018

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

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

**CERTIFICATED STAFF
RECOMMENDATIONS August 8, 2018**

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

Employment

1. Alicia Babadilla	Classroom Teacher 6.58 hours per day 185 days per year Olivewood School	July 18, 2018	Class 1, Step 1	General Fund
2. Evelyn Gutierrez	Classroom Teacher 6.58 hours per day 185 days per year Ira Harbison School	July 18, 2018	Class 1, Step 1	General Fund
3. Lina Martinico	Classroom Teacher 6.58 hours per day 185 days per year Central School	July 18, 2018	Class 1, Step 1	General Fund
4. Janet Ramsay	Classroom Teacher 6.58 hours per day 185 days per year Kimball School	July 18, 2018	Class 1, Step 1	General Fund
5. Adela Rodgers	Classroom Teacher 6.58 hours per day 185 days per year Olivewood School	July 18, 2018	Class 1, Step 1	General Fund

Temporary Employment

None				
------	--	--	--	--

Additional Duties

None				
------	--	--	--	--

Contract Extension/Change

None				
------	--	--	--	--

Unpaid Leave of Absence

None				
------	--	--	--	--

**CLASSIFIED STAFF
RECOMMENDATIONS August 8, 2018**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
6. Karla Diaz	Campus Student Supervisor 3 hours per day 210 days per year Lincoln Acres School	August 9, 2018	Range 8, Step 1	Site Fund
7. Guillermina Echeverria	Child Nutrition Services Assistant 3 hours per day 208 days per year Ira Harbison School	August 9, 2018	Range 11, Step 1	Site Fund
8. Laura Gallardo Posada	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	August 9, 2018	Range 8, Step 1	Site Fund
9. Olga Macias	Instructional Assistant Special Education 3.5 hours per day 210 days per year Rancho de la Nación School	August 9, 2018	Range 16, Step 1	Site Fund

Contract Extension/Change				
10. Jocelyn Gomez	From Administrative Secretary to Administrative Assistant – Office of the Superintendent 8 hours per day 12 months per year District Office Administration Department	August 9, 2018	Range 34C, Step 1	General Fund
11. Minerva Padilla Vidrio	From Campus Student Supervisor to Instructional Assistant – Special Education 3.25 hours per day 210 days per year Palmer Way School	August 9, 2018	Range 16, Step 1	General Fund

Leave of Absence

12. Michelle Vera	Instructional Assistant – Health Care	July 18, 2018 to December 31, 2018	Unpaid Leave of Absence	
-------------------	---	--	-------------------------------	--

Temporary Employment

None				
------	--	--	--	--

August 8, 2018

Agenda Item: **12.C.II. Pre-approval to hire temporary employees.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: At the July 11, 2018 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent, Human Resources to offer employment to 8 Temporary Classroom Teachers, 17 Temporary Overflow Teachers, 25 Temporary Impact Teachers, and 10 Temporary Teachers for English Language Proficiency Assessments for California (ELPAC) testing for the 2018-19 school year.

Comments: The Human Resources department provides an agenda item to the Governing Board reporting the temporary employees that have been hired during that period of time. This practice has allowed the Human Resources Department to ensure compliance with Education Code and to be responsive to the needs at the school sites.

Pursuant to Education Code there are several types of temporary teacher contracts that the District utilizes. There are categorical temporary teachers paid with categorical funds, such as Title I. Typically in our District, these are Impact teachers. The second type are Leave Replacement temporary teachers who are hired to backfill a vacancy created by a teacher on a leave of absence. The third type of temporary teacher contract is for a short term assignment. This type of contract is utilized for teachers administering the annual ELPAC to students and for teachers who work with students who are not yet assigned to a classroom at the beginning of school year (Overflow Teachers).

Attachments:
Temporary Hires

Temporary Hires Pre-Approved Temporary Teacher			
Name	Position	Location	Effective Date
1. Gloria Alvarado	Temporary Teacher (1 of 8)	Central School	July 18, 2018
2. Andrea Carrillo	Temporary Teacher (2 of 8)	Olivewood School	July 18, 2018
3. Marylou Chavez	Temporary Teacher (3 of 8)	Ira Harbison School	July 18, 2018
4. Kimberly Foreman	Temporary Teacher (4 of 8)	Lincoln Acres School	July 18, 2018
5. Katelyn Krebs	Temporary Teacher (5 of 8)	Rancho de la Nación School	July 23, 2018
6. Melissa Lacuata	Temporary Teacher (6 of 8)	Palmer Way School	July 18, 2018

Temporary Hires Pre-Approved Overflow Teacher			
Name	Position	Location	Effective Date
7. Rebecca Cardoza	Overflow Teacher (1 of 17)	Kimball School	July 23, 2018
8. Sallie Chaney	Overflow Teacher (2 of 17)	Lincoln Acres School	July 23, 2018
9. Oscar Delgado	Overflow Teacher (3 of 17)	Rancho de la Nación School	July 23, 2018
10. Cynthia Drees	Overflow Teacher (4 of 17)	Ira Harbison School	July 23, 2018
11. Jennifer English	Overflow Teacher (5 of 17)	Palmer Way School	July 23, 2018
12. Lucia Nuñez	Overflow Teacher (6 of 17)	John Otis School	July 23, 2018
13. Cathy Pfizenmaier	Overflow Teacher (7 of 17)	Las Palmas School	July 23, 2018
14. Ruth Romero	Overflow Teacher (8 of 17)	Olivewood School	July 23, 2018
15. Karen Stearns	Overflow Teacher (9 of 17)	Central School	July 23, 2018
16. Michelle Willens	Teacher (10 of 17)	El Toyon School	July 23, 2018

Temporary Hires Pre-Approved ELPAC Testing Teacher			
Name	Position	Location	Effective Date
17. Larry Bradshaw	ELPAC Testing Teacher (1 of 10)	District Office	July 19, 2018
18. Sara Hennessy	ELPAC Testing Teacher (2 of 10)	District Office	July 19, 2018
19. Julie Jones	ELPAC Testing Teacher (3 of 10)	District Office	July 19, 2018
20. Phillip Scott	ELPAC Testing Teacher (4 of 10)	District Office	July 19, 2018
21. Bonnie Styles	ELPAC Testing Teacher (5 of 10)	District Office	July 19, 2018

August 8, 2018

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

Resignations 8/8/18			
Name	Position	Location	Effective Date
Gloria Alvarado	Teacher	Central School	August 3, 2018
Janette Garcia	Instructional Assistant - Special Education	Central School	June 6, 2018
Heidi Gomez	Campus Student Supervisor	John Otis School	August 10, 2018
Laura Gomez	Teacher	Olivewood School	June 6, 2018
Ana Stuksa	School Bus Driver	Transportation Department	August 10, 2018
Margarita Suarez	Instructional Assistant – Health Care	Palmer Way School	August 10, 2018
Samantha Thomas	Teacher	John Otis School	June 6, 2018

Retirements 8/8/18			
Name	Position	Location	Effective Date
None			

August 8, 2018

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / None
Abstract:

August 8, 2018

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

August 8, 2018

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Adopt Resolution #18-19.11 regarding absence of Board Member Barbara Avalos due to illness.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Barbara Avalos was absent from the Regular Board meeting held on July 11, 2018, due to illness.

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

Attachments:
Resolution #18-19.11

National School District Resolution

#18-19.11

Absence of Board Member Barbara Avalos Due to Illness

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

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

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Barbara Avalos was absent from the Regular Board meeting held on July 11, 2018, due to illness and shall receive the maximum monthly compensation for July 2018.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 8th day of August 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

August 8, 2018

Agenda Item: **13.B. Adopt Resolution #18-19.12 regarding absence of Board Member Alma Sarmiento due to illness.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Alma Sarmiento was absent from the Regular Board meeting held on July 11, 2018, due to illness.

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

Attachments:
Resolution #18-19.12

National School District Resolution

#18-19.12

Absence of Board Member Alma Sarmiento Due to Illness

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

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

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Alma Sarmiento was absent from the Regular Board meeting held on July 11, 2018, due to illness and shall receive the maximum monthly compensation for July 2018.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 8th day of August 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

August 8, 2018

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Amend Non-Public School Master Contract #CT3400 with Aseltine School to provide an educational program for special education students for the 2018-19 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: These services will be for students whose IEP's specify that their program and services are to be provided in a non-public school setting. Services are for students with severe disabilities and who the IEP Team has determined that require a non-public school program to best meet their educational and safety needs. Aseltine School has an appropriate program designed to meet the unique needs of each of these students.

Comments: While Aseltine is currently on our annual contract listing, this amendment reflects a change in rate from \$205.57 per day to \$210.73 per day. The District does not qualify for any State reimbursement of the tuition cost because these students live with their parents who are residents of National City.

Recommended Motion: Amend Non-Public School Master Contract #CT3400 with Aseltine School to provide an educational program for special education students for the 2018-2019 school year.

Financial Impact: Contract costs: Not to exceed \$210.73 per day, per student
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3400
CT3400 - Appendix A

2018-19 San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.



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

San Diego County Nonpublic Master Contract
Main Document

2018-2019

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2018-2019 Nonpublic Master Contract Main Document



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

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

Index of Provisions

<u>Contract Section</u>	<u>Page Number</u>
-------------------------	--------------------

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1	Master Contract	2
1.2	Supersedes Prior Contracts	2
1.3	Modifications and Amendments	2
1.4	Individual Services Agreement	2
1.5	Nonpublic Certification or Waiver	3
1.6	Term of Master Contract	3
1.7	Compliance with Applicable Federal and State Laws.....	3
	a. Nondiscrimination	3
	b. Sexual Harassment Policy	3
	c. Corporal Punishment Prohibitions	3
	d. Student Discipline.....	4
	e. Behavioral Emergency Reports.....	4
1.8	Definitions.....	4

SECTION 2: ADMINISTRATION OF CONTRACT

2.1	Notices	5
2.2	Independent Contractor Status	6
2.3	Subcontract and Assignment	6
2.4	Indemnification	6
2.5	Insurance.....	6
2.6	Transportation	7
2.7	Waivers	7
2.8	Successors in Interest	7
2.9	Severability	7
2.10	Conflicts of Interest.....	8
2.11	Inability to Meet Contract Requirements	8
2.12	Dispute Resolution	8
2.13	Due Process Complaint Procedures	8
2.14	Venue and Governing Law.....	8
2.15	Right to Report Master Contract Violations	8
2.16	Termination of Master Contract and/or Individual Services Agreement	8
	a. Master Contract.....	9
	b. Individual Services Agreement.....	9
2.17	Individualized Education Program (IEP) Individualized Family Service Plan (IFSP)	9
2.18	Free Appropriate Public Education.....	10
2.19	Transition to a Least Restrictive Environment (LRE).....	10
2.20	Pupil Progress	10
2.21	Assessments	10
2.22	Confidentiality of Records	10
2.23	Forwarding Educational Records	11
2.24	Data Reporting	11

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

SECTION 3: PERSONNEL

3.1	Verification of Credentials, Licenses and Other Qualifications.....	11
3.2	Employee Fingerprints and Tuberculosis Testing.....	11
3.3	Qualifications of Instructional Aides and Teacher Assistants.....	11
3.4	Requirement to Report.....	12
	a. Child Abuse or Molestation	12
	b. Missing Student.....	12
	c. Student Injury	12

SECTION 4: FISCAL

4.1	Billing and Payment.....	12
	a. Invoices	12
	b. Late Invoices	12
	c. Payment.....	12
	d. Pupil Enrolled Prior to Approval of Agreement to a Contract	13
	e. Late Payment	13
	f. Medi-Cal Reimbursement.....	13
4.2	Right to Withhold	13
4.3	Inspection and Audit.....	14
	a. Maintenance of Fiscal Records	14
	b. Maintenance of Student Records	14
	c. LEA Access to Documents Related to the Master Contract	14
	d. Audit Exceptions.....	14
	e. Reasons for Unannounced Visits	14

SECTION 5: SIGNATURES

SIGNATURE PAGE	15
----------------------	----

San Diego County Nonpublic Master Contract
Main Document

2018-2019

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2018-19

This Master Contract is made and entered into

this 28 day of June, 2018 between the

National School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Aseltine School
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2018-2019

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

San Diego County Nonpublic Master Contract Main Document

2018-2019

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from 07/, 20 18 to 06/, 20 19.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

San Diego County Nonpublic Master Contract Main Document

2018-2019

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA.- Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Meghann O'Connor
Name/Title

National School District
Local Education Agency

1500 N Avenue
Address

<u>National City</u>	<u>CA</u>	<u>91950</u>
City	State	Zip

(619) 336-7740
Phone

(619) 336-7551
Facsimile

moconnor@nsd.us
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Florida May Padilla
Name/Title

Aseltine School
Nonpublic School

4027 Normal Street
Address

<u>San Diego</u>	<u>CA</u>	<u>92103</u>
City	State	Zip

(619) 296-2135
Phone

(619) 296-3013
Facsimile

mpadilla@aseltine.org
Email Address

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

San Diego County Nonpublic Master Contract Main Document

2018-2019

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

San Diego County Nonpublic Master Contract Main Document

2018-2019

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

San Diego County Nonpublic Master Contract Main Document

2018-2019

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up

San Diego County Nonpublic Master Contract Main Document

2018-2019

sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent

San Diego County Nonpublic Master Contract Main Document

2018-2019

pursuant to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2018-2019, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 6/28/18 and terminates at 5:00 p.m. on 8/3/18 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☒ School ☐ Agency

Authorized Representative Signature

DATE: _____

Florida May Padilla, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Conorando, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Chris Carson, Assist Superintendent - Business Services
(Type) Name and Title

LEA Board Approval

DATE: _____

2018-2019 Nonpublic Master Contract

Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

Index of Provisions

Contract Section	Page Number
SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)	
.....	1
SECTION 2: EDUCATIONAL PROGRAM	
2.1 Admission/Enrollment Procedure	1
2.2 General Program of Instruction	1
a. Transcripts.....	2
b. Foster Youth.....	2
2.3 Supplies and Equipment	2
2.4 Calendar.....	2
2.5 Creditable Days of Attendance/Instructional Minutes.....	2
2.6 Parent Visits	3
2.7 Assessments	3
a. State Mandated Testing	3
2.8 Staff Absences	3
2.9 Monitoring.....	3
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	3
a. Facilities	3
b. Fire Drills	4
c. Earthquake Procedures.....	4
3.2 Attendance	4
a. Unexcused Absences.....	4
b. Change of Pupil's District of Residence	4
c. Parent Withdrawal of Student.....	4
d. Make-up Classes or Sessions.....	5
e. Medication	5
f. Medical	5
SECTION 4: FINANCIAL	
4.1 Rate Schedule for Contract Year	6
a. General Program Tuition Rate.....	6
1) Inclusive Education Program.....	6
2) Related Services	6
SECTION 5: APPROVALS	
SIGNATURE PAGE	9

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-19

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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 immunization records. The LEA shall 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 will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractor's educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. 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.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. 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. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

2.6 **PARENT VISITS**

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 **ASSESSMENTS**

a. **State Mandated Testing**

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.

By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 **STAFF ABSENCES**

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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.

2.9 **MONITORING**

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 **SAFE AND APPROPRIATE ENVIRONMENT**

a. **Facilities**

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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of excused and unexcused absences and unexcused tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

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 2.1 (Notices) of the Nonpublic Master Contract Main Document. 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.

CONTRACTOR shall notify the LEA when a pupil reaches three unexcused, and every subsequent unexcused absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019**

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aselline School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

- 1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$210.73

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education Assessment (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services RN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services – Classified (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services Assessment (445)</u>	<u> </u>	<u> </u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

<u>Physical Therapy (460)</u>		
<u>Physical Therapy PT Assistant (460)</u>		
<u>Physical Therapy Assessment (460)</u>		
<u>Individual Counseling (510)</u>	Included	Included
<u>Counseling and Guidance (515)</u>	Included	Included
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>	Included	Included
<u>Psychological Services (530)</u>		
<u>Psychological Services Assessment (530)</u>		
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Interpreter Services Shift Differential (715)</u>		
<u>Audiological Services (720)</u>		
<u>Audiological Services Assessment (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Specialized Vision Services Assessment (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Orientation and Mobility Assessment (730)</u>		
<u>Braille Transcription (735)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Specialized Orthopedic Services Assessment (740)</u>		
<u>Reader Services (745)</u>		
<u>Note Taking Services (750)</u>		
<u>Transcription Services (755)</u>		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u>30.00</u>	<u>2018-19</u>
<u>Bus Passes</u>	<u>36.00/yth/72.00/adult</u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Florida May Padilla, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Chris Carson, Assistant Superintendent - Business Services
(Type) Name and Title

LEA Board Approval

DATE: _____

August 8, 2018

Agenda Item: **14.B. Approve #CT3508 for Individual Service Agreement with Aseltine School to provide an educational program for student #3709915 for the 2018-19 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Student #3709915 is in need of a program and services provided in a non-public school setting that is based on the significant behavioral, social and academic needs of the student. Student is in need of a more restrictive placement due to an escalation of behavioral, social and educational needs. Due to the extent of the need, student placement is recommended by the IEP team at Aseltine School.

Comments: Individual contracts are initiated under a pre-approved master contract and brought forward to the Board for either approval or ratification depending upon the enrollment date of the student.

Program information has been reviewed with a recommendation of placement with services outlined by the Individualized Education Plan for the 2018-19 school year.

The current daily rate is \$210.73. Any significant changes to this rate will be brought to the Board for further approval.

Recommended Motion: Approve #CT3508 for Individual Service Agreement with Aseltine School to provide an educational program for student #3709915 for the 2018-19 school year.

Financial Impact: Contract costs: Not to exceed a total of \$46,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3508

San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
 (Education Code Sections 56365 et seq.)

This agreement is effective on 8/9/18 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic School Aseltine School

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

Pupil Name Ross (Last) [REDACTED] (First) [REDACTED] (M.I.) Sex ☐ Male ☒ Female Grade [REDACTED]

Address [REDACTED] State/Zip [REDACTED]

DOB 5/16/2009 Residential Setting: ☐ Home ☐ Foster ☐ LCI # [REDACTED] ☐ OTHER [REDACTED]

Parent/Guardian [REDACTED] Phone [REDACTED] () [REDACTED] (Residence) [REDACTED] (Business)

Address [REDACTED] City [REDACTED] State/Zip [REDACTED]
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 210.73
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 210 x Daily Rate \$210.73 = PROJECTED BASIC EDUCATION COSTS (A) \$44,253.30

B. RELATED SERVICES:

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

San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019

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

San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019

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

San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent		X		As needed	\$30.00	As needed	
Bus Passes		X		As needed	36.00/Youth 72.00/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/8/18

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature)

 (Date)

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

-CONTRACTOR-

-DISTRICT-

 (Name of Nonpublic School)

 National School District
 (Name of School District)

 (Signature)

 (Signature)

(Date)

(Date)

 (Name and Title)

 Chris Carson, Assistant Superintendent - Business Services
 (Name of Superintendent or Authorized Designee)

August 8, 2018

Agenda Item: **14.C. Approve #CT3509 with Premier Healthcare Services, San Diego County Office of Education.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Premier Healthcare Services provides health services to students who are identified as medically fragile and whose care needs exceed the capabilities of our contracted school nurses.

NSD enrollment data indicates an increase of students identified as medically fragile. This will allow NSD to immediately address a student's health needs and continue to focus on an engaging learning environment.

The current negotiated rate is \$40.00/hour for the 2018-19 school year.

Comments: The contract is intended to support NSD to immediately provide health services to a student requiring care that exceeds the capabilities of our school nurses.

Individual contracts initiated under this master contract will be brought forward to the Board for either approval or ratification depending upon the enrollment date of the student.

Recommended Motion: Approve #CT3509 with Premier Healthcare Services, San Diego County Office of Education

Financial Impact: Contract costs: \$40.00/hour
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3509
CT3509 - Appendix B

2018-19 San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.



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

San Diego County Nonpublic Master Contract
Main Document

2018-2019

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2018-2019 Nonpublic Master Contract Main Document



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

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

Index of Provisions

<u>Contract Section</u>	<u>Page Number</u>
-------------------------	--------------------

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1	Master Contract	2
1.2	Supersedes Prior Contracts	2
1.3	Modifications and Amendments	2
1.4	Individual Services Agreement	2
1.5	Nonpublic Certification or Waiver	3
1.6	Term of Master Contract	3
1.7	Compliance with Applicable Federal and State Laws.....	3
	a. Nondiscrimination	3
	b. Sexual Harassment Policy	3
	c. Corporal Punishment Prohibitions	3
	d. Student Discipline.....	4
	e. Behavioral Emergency Reports.....	4
1.8	Definitions.....	4

SECTION 2: ADMINISTRATION OF CONTRACT

2.1	Notices	5
2.2	Independent Contractor Status	6
2.3	Subcontract and Assignment	6
2.4	Indemnification	6
2.5	Insurance.....	6
2.6	Transportation	7
2.7	Waivers	7
2.8	Successors in Interest	7
2.9	Severability	7
2.10	Conflicts of Interest.....	8
2.11	Inability to Meet Contract Requirements	8
2.12	Dispute Resolution	8
2.13	Due Process Complaint Procedures	8
2.14	Venue and Governing Law.....	8
2.15	Right to Report Master Contract Violations	8
2.16	Termination of Master Contract and/or Individual Services Agreement	8
	a. Master Contract.....	9
	b. Individual Services Agreement.....	9
2.17	Individualized Education Program (IEP) Individualized Family Service Plan (IFSP)	9
2.18	Free Appropriate Public Education.....	10
2.19	Transition to a Least Restrictive Environment (LRE).....	10
2.20	Pupil Progress	10
2.21	Assessments	10
2.22	Confidentiality of Records	10
2.23	Forwarding Educational Records	11
2.24	Data Reporting	11

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

SECTION 3: PERSONNEL

3.1	Verification of Credentials, Licenses and Other Qualifications.....	11
3.2	Employee Fingerprints and Tuberculosis Testing.....	11
3.3	Qualifications of Instructional Aides and Teacher Assistants.....	11
3.4	Requirement to Report.....	12
	a. Child Abuse or Molestation	12
	b. Missing Student.....	12
	c. Student Injury	12

SECTION 4: FISCAL

4.1	Billing and Payment.....	12
	a. Invoices	12
	b. Late Invoices	12
	c. Payment.....	12
	d. Pupil Enrolled Prior to Approval of Agreement to a Contract	13
	e. Late Payment	13
	f. Medi-Cal Reimbursement.....	13
4.2	Right to Withhold	13
4.3	Inspection and Audit.....	14
	a. Maintenance of Fiscal Records	14
	b. Maintenance of Student Records	14
	c. LEA Access to Documents Related to the Master Contract	14
	d. Audit Exceptions.....	14
	e. Reasons for Unannounced Visits	14

SECTION 5: SIGNATURES

SIGNATURE PAGE	15
----------------------	----

San Diego County Nonpublic Master Contract
Main Document

2018-2019

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2018-19

This Master Contract is made and entered into

this 9 day of August, 2018 between the

National School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Premier Healthcare Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2018-2019

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

San Diego County Nonpublic Master Contract Main Document

2018-2019

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 23, 20 18 to June 30, 20 19.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

San Diego County Nonpublic Master Contract Main Document

2018-2019

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA.- Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Meghann O'Connor
Name/Title

National School District
Local Education Agency

1500 Avenue
Address

<u>National City</u>	<u>CA</u>	<u>91950</u>
City	State	Zip

(619) 336-7740
Phone

(619) 336-7551
Facsimile

moconnor@nsd.us
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Jerin Johnson - V.P of Homecare Operations
Name/Title

Premier Healthcare Services
Nonpublic School

815 Colorado Blvd, Suite 400
Address

<u>Los Angeles</u>	<u>CA</u>	<u>90041</u>
City	State	Zip

(626) 204-7930
Phone

()
Facsimile

contracts@premier-homehealth.com
Email Address

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

San Diego County Nonpublic Master Contract Main Document

2018-2019

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

San Diego County Nonpublic Master Contract

Main Document

2018-2019

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

San Diego County Nonpublic Master Contract Main Document

2018-2019

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

San Diego County Nonpublic Master Contract Main Document

2018-2019

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up

San Diego County Nonpublic Master Contract Main Document

2018-2019

sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent

San Diego County Nonpublic Master Contract Main Document

2018-2019

pursuant to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

**San Diego County Nonpublic Master Contract
Main Document**

2018-2019

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2018-2019, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 7/23/18 and terminates at 5:00 p.m. on 6/30/19 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency

Authorized Representative Signature

DATE: _____

Jerin Johnson - V.P. Homecare Operations
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Chris Carson, Assist. Superintendent - Business Services
(Type) Name and Title

LEA Board Approval

DATE: _____

2018-2019 Nonpublic Master Contract

Appendix B: Agencies



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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	1
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: CONFLICT OF INTEREST	3
SECTION 5: FINANCIAL	
5.1 Rate Schedule for Contract Year	4
SECTION 6: APPROVALS	
SIGNATURE PAGE	7

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2018-19

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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Premier Healthcare Services

The CONTRACTOR NUMBER: _____

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as

<u>follows: RELATED SERVICES</u>	<u>_____ RATE</u>	<u>_____ PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>\$40.00/hr</u>	<u>2018-19 School year</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

<u>Physical Therapy (460)</u>		
<u>Physical Therapy PT Assistant (460)</u>		
<u>Physical Therapy Assessment (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Psychological Services Assessment (530)</u>		
<u>Behavior Intervention Services (535)</u>		
<u>Behavior Intervention Services (535) - Supervision</u>		
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>		
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Interpreter Services Shift Differential (715)</u>		
<u>Audiological Services (720)</u>		
<u>Audiological Services Assessment (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Specialized Vision Services Assessment (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Orientation and Mobility Assessment (730)</u>		
<u>Braille Transcription (735)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Specialized Orthopedic Services Assessment (740)</u>		
<u>Reader Services (745)</u>		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

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

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2018-2019

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Jerin Johnson - V.P. of Homecare Operations
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

- Russell Coronado, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Chris Carson, Assist Superintendent - Business Services
(Type) Name and Title

LEA Board Approval

DATE: _____

August 8, 2018

Agenda Item: **14.D. Ratify #CT3487 for student #3431120668 and #CT3516 for student #4062917474 and for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-19 school year.**

Quick Summary / Abstract: Students #3431120668 and #406291747 are identified as medically fragile and whose care needs exceed the capabilities of our contracted school nurses.

Program information has been reviewed with a recommendation of services outlined by the Individualized Education Plan for the 2018-19 school year. Individual contracts are initiated under a pre-approved master contract and brought forward to the Board for either approval or ratification depending upon the enrollment date of the student.

The current rate is \$40/hour. Any significant changes to this rate will be brought to the Board for further approval.

Recommended Motion: Ratify #CT3487 for student #3431120668 and #CT3516 for student #4062917474 and for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-19 school year.

Financial Impact: Contract costs for student #3431120668– not to exceed \$20,000.00
Contract costs for student #4062917474– not to exceed \$6,000.00
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3487
CT3516

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

Address _____ City _____ State/Zip _____
(If different from student) (Residence) (Business)

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)		X		3 hrs/weekly	\$40.00		
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
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)							
Interpreter Services (715)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
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)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$4,560.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/8/18

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic Agency)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Chris Carson, Assist Superintendent - Business Services
(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

This agreement is effective on 7/23/18 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic Agency Premier Healthcare Services

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

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

Address City State/Zip

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

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

Address City State/Zip
(If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)		X		3 hrs-4 times/weekly	\$40.00		
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
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)							
Interpreter Services (715)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
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)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$18,240.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/8/18

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic Agency)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Chris Carson, Assist Superintendent - Business Services
(Name of Superintendent or Authorized Designee)

August 8, 2018

Agenda Item: **14.E. Approve Contract #CT3505 with Regents of the University of California Irvine for 2018-19 to provide K-6 support of Rigorous Curriculum Design (RCD) math units at all sites.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: After an initial review of our current Rigorous Curriculum Design (RCD) Math Units of Study, NSD recognizes the need for additional support around math curriculum and instruction.

NSD proposes to contract with The Regents of the University of California Center for Educational Partnerships – Irvine Math Project to collaborate on K-6 RCD math units at all sites. This collaboration will include (but not limited to) the following:

- Audit and revision of RCD math scope and sequence and assessments
- Lesson study and design using RCD math framework
- Math professional development for K-6 teachers and administrators
- Classroom demonstration and coaching for K-6 teachers on instruction aligned with the California Mathematics Framework

Comments: This work will build upon the work completed in 2014–2017 by the Leadership and Learning Center that provided a foundation for developing Rigorous Curriculum Design Units of Study. These services will enable the District to best refine our existing math units and assessment to improve teacher effectiveness and student achievement.

Although contract costs will be charged to General funds, these monies are being pulled from carryover dollars originally slated for professional development and curriculum support in previous years of the Local Control and Accountability Plan.

Recommended Motion: Approve Contract #CT3505 with Regents of the University of California Irvine for 2018-2019 to provide K-6 support of Rigorous Curriculum Design (RCD) math units at all sites.

Financial Impact: Contract Cost: Not to exceed \$125,000 General Fund
Additional Staffing Costs: Not to exceed \$200,000
Other costs: \$0
One-Time Cost
LCAP Fund Title 1 Fund (additional site needs)

Attachments:
CT3505



UNIVERSITY OF CALIFORNIA

Terms and Conditions for Sales and Services

This Sales and Services Agreement (this "Agreement"), dated 8/9/2018 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a Corporation as established in Article IX, Section 9 of the California State Constitution public, on behalf of the University of California, Irvine, Center for Educational Partnerships – Irvine Math Project, and National School District("Client"), having a principal place of business at 1500 N Avenue, National City, CA 91950

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 – Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

Section 4 – Insurance.

Section 4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000

Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the grossly negligent or wrongful acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnifying party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE

FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – Severability.

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ACKNOWLEDGED AND ACCEPTED BY:

The Regents of the University of California

(UC Irvine Department Approval)

Date

Name: Stephanie Reyes-Tuccio Ph.D.

Title: Assistant Vice Chancellor, Educational Partnerships

Used by UCI Procurement Services.

Date

Procurement Services

Buyer: National School District

Signature

Date

Name: Christopher Carson

Title: Assistant Superintendent, Business Services

Tax ID #:

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

EXHIBIT A – STATEMENT OF WORK

I. PARTIES

Client

Full Legal Name: National School District

Address (principal place of business): 1500 N Avenue, National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Sharmila Kraft, Assistant Superintendent, Educational Services

Invoice Remittance Address/Instructions: Accounts Payable: 1500 N Avenue, National City, CA 91950

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):

University

Name (of Campus/Department): Center for Educational Partnerships – Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92697-2505

Phone Number: 949-824-6278

University Contact: Karajean Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier's Office, University of California, Irvine, Irvine CA 92697-1975

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):

II. TERM OF AGREEMENT

This Agreement begins on August 9, 2018 and ends on June 30, 2019, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

III. STATEMENT OF WORK

Services/Deliverables:

Provide scope and sequence and pacing analysis support along with conceptual lessons, exams and other resources to support a coherent, balanced curriculum.

Information/Materials provided by Client:

N/A

Additional Client Responsibilities:

N/A

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost): \$ Up to \$125,000

Payment Schedule: June 2019

Terms of Payment:

Limitations of Charges (if any): N/A

Invoicing Address: Central Cashier's Office, University of California, Irvine, Irvine, CA 92697-1975

Form of Payment: Check Payable to: The Regents of the University of California

August 8, 2018

Agenda Item: **14.F. Approve contract #CT3506 with the California Reading and Literature Project, UC San Diego/San Diego Region.**

Speaker: Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Based on a feedback from NSD teachers on our current Rigorous Curriculum Design (RCD) English Language Arts (ELA) Units of Study, NSD recognizes the need for additional support for ELA curriculum materials and aligned professional development. Professional development will focus on instructional practices that are aligned to the expectations set forth in the California English Language Arts/English Language Development (ELA/ELD) framework.

NSD proposes to contract with California Reading and Literature Project, UC San Diego/San Diego Region to collaborate on the K-6 RCD ELA units at all sites. This collaboration will include (but not limited to) the following:

- Implementing the CA ELA/ELD Framework's vision in providing tandem instruction of California's ELA and ELD in classroom instructional delivery
- Professional development for K-6 teachers and administrators
- Curriculum mapping ELA new and existing materials to the RCD ELA Units of Study
- Classroom demonstration and coaching for K-6 teachers on instruction aligned with the California ELA/ELD Framework
- Auditing, evaluating and refining current ELA/ELD assessments

Comments: This work will build upon the work completed in 2014–2017 by the Leadership and Learning Center that provided a foundation for developing Rigorous Curriculum Design Units of Study. These services will enable the District to incorporate ELA resources into the RCD ELA units, and refine our existing scope, sequence and assessment to improve teacher effectiveness and student achievement.

Recommended Motion: Approve contract #CT3506 with the California Reading and Literature Project, UC San Diego/San Diego Region.

Financial Impact: Contract Cost: Not to exceed \$100,000
Additional Staffing Cost: Not to exceed \$76,000
Other costs: \$0
One-Time Cost
LCAP Fund

Attachments:
CT3506



SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
2. **Deliverables.** UCSD will provide to the Company the deliverables set forth on Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
4. **Payment.**
 - 4.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein.
 - 4.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
6. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
7. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
10. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
11. **Patent Infringement Indemnification.** The Company shall indemnify, defend, and hold harmless UCSD, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that the Company's furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. UCSD shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of UCSD. UCSD retains the right to participate in the defense against any such suit or action.
12. **Limitation of Liability.** EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCSD'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE COMPANY FOR THE SERVICES.
13. **Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services.
14. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.

15. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended hereunder.
16. **Non-Interference.** Notwithstanding any other provision contained herein, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent that it will not interfere with work related to the prime missions of UCSD and/or the Department (e.g., education and research). Accordingly, Company's exclusive remedy for failure by either UCSD or persons acting on its behalf to perform services or furnish information or data hereunder at any particular time or in any specific manner, is limited to reimbursement of any unexpended payments under this Agreement.
17. **Non-Exclusive Nature of Services.** The Services herein are being offered to Company on a non-exclusive basis. Nothing herein shall be construed as granting Company any exclusive right(s) to the Service(s) referenced herein, and UCSD retains the right to offer and perform similar or identical Services for others.
18. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
19. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
20. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
21. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
22. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
23. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
24. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.
25. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
26. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") and proceed under the provisions of Title 9 of the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.
27. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
28. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
29. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
30. **Company's Representations and Warranties.** Company hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
31. **Export Control.** No ITAR or export controlled materials shall be delivered to UCSD pursuant to this agreement.
32. **Entire Agreement.** This Agreement, including Exhibit A made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order, and any NDA or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-32 inclusive, of this Agreement are invalid, unless approved in writing by the UCSD representative identified in Exhibit A, Paragraph 7.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
SAN DIEGO CAMPUS

Company Name: National School District
1500 N. Avenue
National City, CA 91950

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

EXHIBIT A

SERVICES

COMPANY:

National School District
State of incorporation: CA
Principal place of business located at 1500 N Avenue, National City, CA 91950
Attention: Sharmila Kraft, Ed.D., Assistant Superintendent Education Services
Telephone: 619-336-7750
Fax:
Email: skraft@nsd.edu

1. SCOPE OF WORK:

The Services will be performed as set forth below or in accordance with the attachment hereto and incorporated by reference herein. The Company may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

Sarah Peterson will train National School District leadership and teacher leaders on the California ELA-ELD framework.

2. DELIVERABLES:

3. COST: Total \$Up to \$60,000

4. PAYMENT

4.1. SCHEDULE:

0% of cost due upon signing of this Agreement.

What you enter here will depend on what you enter on the line above. Make sure the payments add up to 100%. Make sure that the payments are tied to a date, a deliverable, or some other event. If 100% is entered on the line above, delete this language.

4.1.1. Invoices will be submitted in accordance with the payment schedule.

4.2. REMITTANCE: Checks are to be made payable to **The Regents of the University of California and sent to:**

University of California, San Diego
Attention: Christina Gonzales
9500 Gilman Drive Mail Code 36
La Jolla, California 92093-0036

5. TERM OF AGREEMENT: This Agreement will begin on 8/1/2018 and end on 7/31/2019.

6. UCSD CONTACT:

Ramona Mason
University of California, San Diego
9500 Gilman Drive Mail Stop 0036
La Jolla, California 92093-0036
Telephone: (858) 822-2984
Fax: (858) 822-1839
Email:

7. PER SECTION 32 OF THE AGREEMENT, THE UCSD REPRESENTATIVE RESPONSIBLE FOR APPROVING CHANGES OR ADDITIONS TO THIS AGREEMENT: Service Agreement Contract Officer - MC 0934; UCSD-

END OF EXHIBIT A

August 8, 2018

Agenda Item: **14.G. Approve Memorandum of Understanding #CT3507 with Sanford Harmony, National University System Sanford Programs.**

Speaker: Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: In response to community and staff feedback, NSD recognizes the need to integrate and fortify schoolwide social and emotional supports. A key aspect is to provide a foundational social and emotional (Tier 1) curriculum for every classroom at each site. Sanford Harmony is a Social & Emotional Learning program designed to build healthy relationships among Pre-K-6 grade students. The research based curriculum is aligned to California Department of Education Social and Emotional Learning Principles.

NSD proposes to establish a collaboration with Sanford Harmony, National University System Sanford Programs to provide:

- Curriculum resources and supporting materials for each TK-6 classroom at every site.
- Professional development for all staff for integrating curriculum resources into instructional day.

Comments: Evidence indicates increases in academic achievement requires a greater focus on the emotional and behavioral learning of students; specifically an evidence based curriculum provided to all students. Sanford Harmony strategies promote connection, communication, collaboration, and problem solving. The goal is to build awareness of commonalities and to celebrate differences among diverse students. Sanford Harmony was developed by researchers at Arizona State University and is disseminated by National University System (NUS) Sanford Programs in La Jolla, California. This work will complement and enhance the Positive Behavioral Interventions and Supports (PBIS) Framework implementation. This collaboration will enable the District to incorporate social/emotional curriculum resources into core classroom instruction and to improve teacher effectiveness and student achievement.

The Sanford curriculum and supporting materials resources are provided to collaborating districts at no cost. The professional development for implementation of the curriculum is provided to collaborating districts is provided at no cost.

Recommended Motion: Approve Memorandum of Understanding #CT3507 with Sanford Harmony, National University System Sanford Programs.

Financial Impact: Memorandum of Understanding Cost: \$0
Professional Training Cost: \$0
Additional Staffing Costs: Not to exceed \$10,000
Other Costs: \$0
LCAP and Title 1 Funds

Attachments:
CT3507

Memorandum of Understanding Between

(School/District Name)
and
National University System (NUS) Sanford Programs

Sanford Harmony is a Social & Emotional Learning program designed to build healthy relationships among Pre-K-6th grade students. Harmony strategies promote connection, communication, collaboration, and problem solving. The goal is to build awareness of commonalities and to celebrate differences among diverse students. Sanford Harmony was developed by researchers at Arizona State University and is disseminated by National University System (NUS) Sanford Programs in La Jolla, California.

Recognizing the importance of promoting collaboration between universities and the larger education community, the purpose of this Memorandum of Understanding (MOU) is to serve as an agreement between the school/district/organization and the Sanford Harmony Program.

This MOU includes the following provisions:

Expectations

Sanford Harmony:

1. Provides Teacher Toolkits at no charge to participating schools/districts/organizations (value \$150 per kit).
2. Provides Harmony Training at no charge (value \$2,500 per training). Training options (on-site, online, and/or trainer-of-trainers) will be recommended by Sanford Harmony Program representatives and mutually agreed upon by both parties.
3. Provides access to digital resources/mobile app at no charge (value \$35 per student).

(School/District/Organization Name):

1. Agrees to implement the Sanford Harmony program.
2. Provides representatives of the Sanford Harmony Program with feedback on materials and program effectiveness via brief surveys and/or interviews.

General Terms of the MOU:

1. This MOU takes effect on the signature of both parties, and it is considered valid until either party – for any reason – decides to terminate this Agreement by giving at least thirty (30) days' prior written notice to the Representative.
2. In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
3. This MOU does not itself establish any legally binding obligations.
4. No amendment or modification to this MOU shall take effect unless signed by authorized representatives of each party. Each of the signatories below certifies authority to enter into this MOU.

School/District/Organization Representative:

Signature Date: _____

Name: _____
(please print or type)

Title: _____
(please print or type)

Phone No.: _____ Email: _____

Address: _____

Sanford Harmony Ambassador/University Partner Representative:

Name: Matthew Eeles Date: Same as above
(please print or type)

National University System (NUS) Sanford Programs:

Richie Ressel
Director, Sanford Harmony

August 8, 2018

Agenda Item: **14.H. Approve Contract #CT3513 between the National School District Governing Board and the San Diego County Office of Education, Quality Preschool Initiative to for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age during the fiscal year 2018-19.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In order to receive Quality Preschool Initiative (QPI) funds, the District is required to enter into an agreement with the San Diego County Office of Education on an annual basis. Approval of this contract satisfies this San Diego County Office of Education Requirement. The monies will be used in 2018-19 to support parent education, provide personnel for Response to Intervention support in classrooms and data records required by QPI, and provide professional development for staff. A separate contract from the San Diego County Office of Education provides funding for the embedded coach to support individual coaching in preschool classrooms.

Comments: Upon receipt of the Services Agreement, the San Diego County Office of Education will process the District's contract.

Recommended Motion: Approve contract between the National School District Governing Board and the San Diego County Office of Education, Quality Preschool Initiative to for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age during the fiscal year 2018-19.

Financial Impact: Revenue

Attachments:
CT3513- Exhibit B

**San Diego County Superintendent of Schools
Agreement with National School District
For Quality Preschool Initiative Services
Agreement No. _____**

This Agreement, for services is entered into this 31st day of May, 2018, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and NATIONAL SCHOOL DISTRICT (hereinafter referred to as "Provider") who agrees to provide the following services to the County:

1. Scope of Services.

Provider shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Compensation and Reimbursement.

County shall compensate and reimburse Provider as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

3. Term of Agreement.

The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

4. Termination.

This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 60-day written notice to Provider. During said 60-day period Provider shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this Agreement, misrepresentation by Provider in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected by delivery of written notice of termination to Provider. Such termination shall be effective upon delivery of said notice.

5. Confidential Relationship.

County may from time to time communicate to Provider certain information to enable Provider to effectively perform the services. Provider shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Provider shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Provider, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Provider without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Provider by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Provider shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Provider shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Provider acknowledges that the San Diego County Superintendent of Schools is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The San Diego County Superintendent of Schools acknowledges that Provider may submit information that Provider considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Provider acknowledges that the San Diego County Superintendent of Schools may submit to Provider information that the San Diego County Superintendent of Schools considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of County and shall be delivered to County by Provider upon demand.

8. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

9. Audit.

Provider agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the County and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

10. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Provider is acting as an independent contractor and not as an officer, agent, or employee of the County.

11. Licenses, Permits, Etc.

Provider represents and declares to County that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Provider to practice its profession.

12. Provider's Insurance.

Provider shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

13. Tuberculosis Clearance.

Provider shall certify in writing that Provider's employees, volunteers and subcontractors receive clearance for TB.

14. Pupil Safety/School Safety Act.

Contractor shall comply with all provisions of Education Code section 45125.1 et. sec. as applicable to the determination below. The COUNTY has completed the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with COUNTY'S pupils.

 X The COUNTY has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

 The COUNTY has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a COUNTY employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

 The COUNTY has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by Lucia Garay, Executive Director

Signature _____ Date _____
(County Program Manager/Director)

15. Indemnification.

The Provider agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, the Provider's performance or lack thereof under this Agreement.

16. Tobacco-Free Facility.

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

17. Notices.

Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

18. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

19. Compliance with Law.

The Provider shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

20. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

21. Debarment, Suspension or Ineligibility Clause.

By signing this Contract, the Provider certifies that the Provider, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
- ii. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Provider certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

22. Final Approval.

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

23. Employment with Public Agency and Retirees.

Provider, if an employee of another public agency, agrees that Provider 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 being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

24. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

NATIONAL SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Name (Type or Print)

Assistant Superintendent, Business Services
Title

Title

Date

Date

August 8, 2018

Agenda Item: **14.I. Approve Contract #CT3514 between the National School District Governing Board and the Neighborhood House Association for the purpose of providing federal Head Start Services for children three and four years of age during the fiscal year 2018-19.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In order to receive federal Head Start Services funds, the District is required to enter into an agreement with Neighborhood House Association on an annual basis. Approval of this contract satisfies this Neighborhood House Association requirement. The monies will be used in 2018-19 to fund Head Start preschool classes at five District sites, provide personnel for health services, home base support, family liaisons, and enrollment support in order to meet the requirements of the grant.

Comments: Upon receipt of the Services Agreement, Neighborhood House Association will process the District's contract.

Recommended Motion: Approve contract between the National School District Governing Board and the Neighborhood House Association for the purpose of providing federal Head Start Services for children three and four years of age during the fiscal year 2018-19.

Financial Impact: Revenue

Attachments:
CT3514 - Exhibit C



Chairperson
Dr. Jeffrey D. Carr, Sr.

President and CEO
Rudolph A. Johnson, III

HEAD START SERVICES AGREEMENT

Contract No. 18-007012-HS

This Head Start Services Agreement ("Agreement") is entered into effective July 1, 2018, by and between The Neighborhood House Association ("NHA"), a California non-profit public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, CA 92111, and National School District ("NATIONAL SCHOOL DISTRICT" or "NSD"), a California school district with primary offices located at 1500 "N" Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the ("Parties").

RECITALS

WHEREAS, NHA is contracted through the Federal Department of Health & Human Services to provide Head Start services including comprehensive health, social and early childhood development services in communities located throughout San Diego County;

WHEREAS, NATIONAL SCHOOL DISTRICT is a school district registered with the State of California and City of San Diego to provide educational instruction to children 3 to 5 years of age and their families, at certain preschool centers identified in EXHIBIT "A", attached hereto and incorporated herein by this reference, (the "Sites"); and

WHEREAS, the Parties share a common vision for the education and well-being of families and communities and desire to establish a collaborative working relationship, with NSD performing as a subcontracted vendor, to provide health and social services to Head Start eligible children and their families, while maximizing identified funding sources to provide additional services at the Sites.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, including the foregoing Recitals which shall be incorporated herein by this reference, the Parties agree as follows:

- 1.0 Term.** This Agreement shall be effective July 1, 2018 ("Effective Date") and automatically expire on June 30, 2019, unless terminated earlier in accordance with the terms and provisions set forth herein ("Term"). Provided NATIONAL SCHOOL DISTRICT fully performs as required herein, it is the intent of the Parties to consider renewal of this Agreement beyond the initial Term.
- 2.0 Scope Of Work.** NATIONAL SCHOOL DISTRICT agrees to operate a Head Start compliant program, which shall consist of Part Day and Combination Program Options. NATIONAL SCHOOL DISTRICT's Head Start program shall provide comprehensive early childhood care and education services, during the school year, at the Sites (hereinafter the "Services") for children whose families meet the Federal Income guidelines and other eligibility requirements of the Head Start Act, as amended, 42 USC 9801 et. seq. (the "Head Start Act") and applicable provisions of the Federal Head Start Program Performance Standards contained in 45 CFR 1301 through 1305 and 2 CFR Part 200 as amended; in

addition to applicable provisions of the California Child Care Licensing regulations, (hereinafter collectively referred to as “Regulations”) as such Regulations may be amended from time to time. In addition, NATIONAL SCHOOL DISTRICT agrees to perform the following Services:

2.1 Program Services. NATIONAL SCHOOL DISTRICT shall:

- A. Provide Center-Based Head Start Services and Combination Head Start Services for a maximum of one hundred eighty-eight (188) children and their families, as set forth in EXHIBIT “A” (Program Options & Sites). No less than 3.5 hours of Center-Based Services shall be provided per day, for a minimum of thirty-two (32) weeks, or one hundred twenty-eight (128) days per year.
- B. Within 30 days of the execution of this agreement DELEGATE shall submit to GRANTEE for approval of procedures related to Health, Safety and Supervision including:
 - Use of safety vests
 - Use of transition ropes
 - Ensuring latches on gates cannot be accessed by children
 - Transition protocols for the indoor and outdoor movement of children
 - Utilization of Hazard Maps
 - Active Shooters
 - Sign in and out procedures related to releasing a child from the facility
- C. Provide health, mental health, social support services to children and families enrolled.

2.2 Facilities Services. NATIONAL SCHOOL DISTRICT shall:

- A. Provide Program Services only in facilities that have a current license from the State of California, Department of Social Services, Community Care Licensing Division (“CDSS/CCL”).
- B. Provide NHA with copies of appropriate licenses prior to commencement of Program Service and maintain such licenses for the term of this Agreement.
- C. Notify NHA in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 48 hours of such occurrence.
- D. Notify NHA of any reportable license incidents/accidents that occur at the Sites within 48 hours and provide NHA a copy of the incident report that is filed with CDSS/CCL.
- E. Maintain for the term of this Agreement a current Child Care License (“CCL”) for each Site issued by the California Department of Social Services, Community Care Licensing and shall provide NHA with a copy of the license and shall notify NHA in writing of any changes in the status of license. NATIONAL SCHOOL DISTRICT shall provide NHA with a copy of all CCL site visit reports within 48 hours after receipt from CCL.

2.3 Additional Performance Services. NATIONAL SCHOOL DISTRICT shall complete each of the following within the time schedule established by NHA:

- A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates amongst children. This approach should also be inclusive of children with disabilities.

- B. Keep the necessary records to maintain compliance with the Head Start Program Performance Standards, e.g., enrollment, attendance, educational screenings, etc.
- C. Offer each parent's participation in the Family Partnership Agreement process, which includes the Strengths and Needs tool, for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them. The completion of the Family Partnership Agreement will be done by NATIONAL SCHOOL DISTRICT staff.
- D. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three (3) and five (5) years old, e.g., notification of center committee meetings.
- E. Conduct regular fire and bus evacuation drills. Recorded documentation shall be made available to the NHA staff.
- F. Ensure at least ten percent (10%) of the children enrolled at the Sites are identified as special needs as defined in the Head Start Act, 42 USC 9801. If NATIONAL SCHOOL DISTRICT has not obtained at least 9% children with special needs by January 31, 2019, it must submit a waiver to NHA detailing reasons why the requirement was not met and describe a plan of action to address the issue. NATIONAL SCHOOL DISTRICT shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities (45 CFR 1302 Subpart F). Provide reports according to NHA mandates; including names of children that have been identified and/or referred for special education and mental health services. NHA will treat all such information provided as confidential as required by Head Start regulations.
- G. Provide educational, center-based Services to the participants of the Head Start Program by offering a minimum of thirty-two (32) weeks of class operation during the term of this Agreement. Number of days for subsequent years will be determined by NATIONAL SCHOOL DISTRICT in accordance with the Head Start Program Performance Standards.
 - i. Combination Option. NSD shall ensure that it performs at least ninety-six (96) class sessions and one (1) home visit per month, per eight (8) month program session, for each family enrolled in the combination option Head Start Program. Home visits shall last a minimum of ninety (90) minutes each.
- H. Ensure that when it is determined that an enrollment vacancy exists no more than thirty (30) calendar days will elapse before the vacancy is filled.
- I. Follow the Head Start Program Performance Standard 45 CFR 1302.16 for monitoring the Average Daily Attendance (ADA). When the monthly ADA rate in all program options falls below 85% of the enrollment, NATIONAL SCHOOL DISTRICT will analyze the causes of absenteeism and take appropriate action as prescribed in 45 CFR 1302.16, Attendance. NATIONAL SCHOOL DISTRICT will submit an analysis to NHA when the monthly ADA falls below 85%.
- J. Within the first forty-five (45) days, review health, dental, and vision screenings, nutrition and growth measurements, and conduct screenings of all children that will identify any developmental, behavioral, language, social, cognitive, perceptual and emotional concerns. NATIONAL SCHOOL DISTRICT agrees to notify the child's parent/guardian and NHA when an observable known or suspected health or developmental problem arises. Both Parties will work collaboratively to arrange for

further testing by a licensed professional or follow up.

- K. Work directly with the NATIONAL SCHOOL DISTRICT Child Development Student Support Services Team to coordinate health and social services to participating children and families to avoid duplication of services.
- L. Conduct ongoing child assessment with the following additional assessments: Desired Results Developmental Profile (DRDP-R) on enrolled children three (3) times per year.
- M. Hold two (2) parent teacher conferences annually for each child with the goal of enhancing the parent's role as the primary educator of their children.
- N. NSD staff must hold not less than two (2) home visits per each program year for children enrolled in the center based options. Visits to the homes of each enrolled child must be held: (i) unless the parent/guardian expressly objects in writing to such visits; or (ii) in cases where a visit to the home presents significant safety hazards for staff.
- O. Recruit, select and employ the number of classroom teachers and aides and shall also recruit, select and maintain an adequate number of volunteers to provide assistance in the Head Start classroom.
- P. Provide a child development education program not to exceed 24 Head Start eligible children per classroom (average age of 4 years old otherwise not to exceed 17 children whose average age is 3 years old) that meets the Federal Head Start Program Performance Standards and related regulations.
- Q. Provide social and supportive services necessary to maintain compliance with the Head Start Program Performance Standards that includes family partnership, referrals to community partners, and case management services by NATIONAL SCHOOL DISTRICT staff.
- R. Ensure that each member of its teaching staff performing Services hereunder has an initial health examination (that includes screening for tuberculosis) and a periodic re-examination (as recommended by their health care provider or as mandated by State, Tribal, or local laws) so as to assure that they do not, because of communicable diseases pose a significant risk to the health or safety of others in the Head Start or Early Head Start program that cannot be eliminated or reduced by reasonable accommodation.
- S. Within the first ninety (90) days of class operation will determine each child's health status to ensure that children have an ongoing source of continuous accessible health care.
- T. Throughout the term of this Agreement, NSD shall ensure that it (i) maintains at least thirty-five (35) square feet of space per child; (ii) meets State DOE Title V State Preschool staffing requirements with a paid staff ratio of one (1) adult for every eight (8) children; (iii) meets Head Start classroom teacher credentialing requirements prescribed in this Agreement and in Section 648A of the Improving Head Start for School Readiness Act; (iv) ensures that its classrooms serve predominately four (4) or five (5) year-old children throughout the term of this Agreement.
- U. Attached hereto as **EXHIBIT "B"** and incorporated herein by reference are additional assurances related to the qualification and development of the NSD staff referenced in Section 2.3(S) above, performing Services hereunder. NSD will ensure that all teaching staff assigned to Head Start collaborative Sites meet the requirements referenced in EXHIBIT B, unless an approved staff qualification requirement waiver has been

obtained.

- V. NATIONAL SCHOOL DISTRICT to provide the appropriate staff for each school site to provide services to identified students.
- W. Adhere to NHA's "Required Reporting Schedule," attached hereto as **EXHIBIT "C"**, and made a part hereof. NSD shall provide the NHA staff members identified in EXHIBIT C with the records described, within the mandated timeframes.
- X. Use ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.
- Y. Provide documentation of non-Federal share to NHA with each Claim for Reimbursement, described in Section 6.3 below.
- Z. Provide NHA's Project Manager with a Quarterly Personnel Report which shall include the number of new NSD employees assigned to perform the Services pursuant to this Agreement and those NSD employees relieved from performing the Services hereunder. The NSD employees referenced in the Quarterly Personnel Report shall be only those employees that are compensated predominately with Head Start funds (i.e. in the amount of 51% or more).
- AA. Allow NHA to perform, at its expense, two (2), on-site CLASS™ (Classroom Assessment Scoring System) assessments: one (1) pre and one (1) post assessment. Both assessments are intended to measure the quality of teacher-child interactions at NSD's Head Start centers. Particular emphasis will be placed on measuring Emotional Support, Classroom Organization and Instructional Support.
- BB. Ensure that each member of its teaching staff attend Head Start specific, Professional Development Training (common subject matter includes, but is not limited to, education, monitoring protocols, health and safety protocols, kindergarten readiness and CLASS understanding). Such trainings may be hosted by NHA or NSD.

3.0 NHA SUPPORT. NHA agrees to:

- A. [RESERVED]
- B. Conduct fiscal and programmatic reviews during its on-going monitoring process as required by the Administration for Children and Families.
- C. Provide technical assistance, as needed, upon written request from the NATIONAL SCHOOL DISTRICT and as determined by NHA as part of NHA's responsibilities under this Agreement.
- D. Provide NATIONAL SCHOOL DISTRICT with forms to include in the enrollment packets that include parental confidentiality statements indicating NHA's written permission to share its information pertaining to program enrollment eligibility with the NATIONAL SCHOOL DISTRICT.
- E. Provide support to NATIONAL SCHOOL DISTRICT staff on the educational curricula, required to meet the specified requirements of the Head Start Program Standards, through the participation in periodic meetings and trainings that include staff from NHA and NATIONAL SCHOOL DISTRICT.
- F. Provide Head Start related information to be distributed to families of students at each of the school sites (e.g. flyers, community resource listings, meeting notices, etc.).

- G. Provide copies of the Head Start Program Performance Standards to the NATIONAL SCHOOL DISTRICT.
- H. Provide training opportunities for NATIONAL SCHOOL DISTRICT staff to acquire knowledge related to the implementation of the Head Start Program Performance Standards.
- I. Follow NATIONAL SCHOOL DISTRICT State preschools calendars for the operation of the Head Start program at NATIONAL SCHOOL DISTRICT Sites.
- J. Assist NATIONAL SCHOOL DISTRICT with two (2) educational field trips. NHA will provide transportation services for one (1) field trip for each individual site during the program year at no cost to NATIONAL SCHOOL DISTRICT. NHA will reimburse NATIONAL SCHOOL DISTRICT for participating parent, child, and teacher admission costs to one (1) field trip.
- K. Perform ongoing Quality Assurance monitoring of enrollment which is designed to ensure that all vacancies are filled timely. NSD shall ensure that any enrollment vacancies are filled within thirty (30) calendar days.
- L. Provide NATIONAL SCHOOL DISTRICT with data entry support, including entering PROMIS data on an ongoing basis.

4.0 Joint Responsibilities. Both Parties agree to:

- A. Work collaboratively to comply with their respective confidentiality guidelines with respect to the release of student/family information collected as a result of their participation in the Program. Further, upon signed parent release of information, both NATIONAL SCHOOL DISTRICT and NHA will have access to family information.
- B. NHA and the NATIONAL SCHOOL DISTRICT shall provide to appropriate state and federal agencies pertinent documentation required to sustain, or expand funding resources for the Program.
- C. NHA and the NATIONAL SCHOOL DISTRICT shall co-monitor the Program, for licensing and compliance to determine if Head Start Program Performance Standards have been met. Such monitoring shall be accomplished through periodic site visits. Monitoring visits may occur during instructional time with the least degree of interruption to classroom activities.
- D. NHA and the NATIONAL SCHOOL DISTRICT will conduct a Program Self-Assessment, Program Information Reports, and On-going Monitoring functions to comply with the Head Start Program Performance Standards. Monitoring reports will be shared with the ECE Director.
- E. The Parties agree to jointly update the study design to evaluate the continuing developmental progress toward school readiness during the school 2018 - 2019 year.
- F. The Parties agree to jointly facilitate data collection activities related to the evaluation (e.g., electronic enrollment records, survey distribution and collection, assessment administration, and collection of electronic data results.)
- G. Use NHA's Community Assessment data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.
- H. Not enroll children whose family income exceeds Federal Income Guidelines without prior written approval from NHA. NATIONAL SCHOOL DISTRICT must submit a Request for Advance Approval (RAA) for special consideration to NHA.
- I. The Parties will work collaboratively to meet the timelines/timeframes established in the Head

Start Program Performance Standards including, but not limited to those shown in EXHIBIT “D,” attached and incorporated herein.

- 5.0 NHA Additional Services.** Any services not specified in this Agreement, which NHA shall not be obligated to do, an additional fee payable to NHA shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on NHA’s then current rates, to be negotiated.
- 6.0 Payment Limit.** NHA's maximum reimbursement to NATIONAL SCHOOL DISTRICT under this Agreement shall be allocated as specified in EXHIBIT “E” attached hereto and incorporated herein by this reference. If the stated amount on EXHIBIT “E” is increased or decreased, the revised allocation will be specified by a revised EXHIBIT “E” signed by both Parties and amended into the Agreement.
- 6.1 Payment Basis.** Subject to the Payment Limit, payments to NATIONAL SCHOOL DISTRICT for all services provided by NATIONAL SCHOOL DISTRICT under this Agreement shall only be for costs that are allowable costs that are actually incurred in the performance of NATIONAL SCHOOL DISTRICT's obligations under this Agreement.
- 6.2 Allowable Costs.** NATIONAL SCHOOL DISTRICT's allowable costs are only those which are determined in accordance with:
- A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 75 including any amendments thereto and the applicable Subparts listed hereunder and any other documents regarding principles for determining and allocating the allowable costs of providing the Services and any standards set forth for determining the allowability of selected items of costs of providing the Services. Attached hereto as **EXHIBIT “F”**, and included for illustrative purposes only, is a non-exhaustive listing of common budget items and budget changes requiring prior written approval from NATIONAL SCHOOL DISTRICT
 - B. 2 CFR Part 200 including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
 - C. Pursuant to Section 653 of the Head Start Act, NSD shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT “G”, with respect to its Head Start personnel allocated to this Agreement.
 - D. Alteration or Renovation of Facilities. Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or renovation have received the prior written approval of NHA in the annual budget. Approval for renovation of facilities leased by NATIONAL SCHOOL DISTRICT shall require NATIONAL SCHOOL DISTRICT to share the relevant terms and conditions governing NATIONAL SCHOOL DISTRICT’s use of such facilities, including but not limited to the length of lease term, permitted uses and any restrictions prohibiting specific types of alterations or renovations. If such approval was not granted in the annual budget and cost exceeds \$5,000.00, NATIONAL SCHOOL DISTRICT shall obtain the prior written approval of NHA (see EXHIBIT “F” for guidance related to common budget items and budget changes requiring prior written approval.
- 6.3 Payment Demands.** NATIONAL SCHOOL DISTRICT shall submit written demands. Said demands shall be made on Claim for Reimbursement for Services furnished and in the manner

and form prescribed by NHA. NATIONAL SCHOOL DISTRICT shall submit said requests for payment no later than 30 days from the end of the month in which the Agreement services upon which such request is based were actually rendered. Upon receipt of the invoice, NHA shall deliver payment, no later than 30 days after this Order is approved by the Board of Education, to:

National School District
c/o Chris Carson, Assistant Superintendent of Business Services
1500 "N" Avenue
National City, CA 91950

- 6.4 Right to Withhold.** NHA has the right to withhold payment to NATIONAL SCHOOL DISTRICT when, in the opinion of NHA expressed in writing to NATIONAL SCHOOL DISTRICT within seven (7) calendar days, (a) NATIONAL SCHOOL DISTRICT's performance, in whole or in part, either has not been carried out or is insufficiently documented (b) NATIONAL SCHOOL DISTRICT has failed to sufficiently itemize or document its request(s) for payment as outlined in the Service Plan.
- 6.5 Cost Report and Settlement.** No later than sixty (60) days following the termination of this Agreement, NATIONAL SCHOOL DISTRICT shall submit to NHA a cost report in the form required by NHA, showing the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement exceed the payments made by NHA, subject nevertheless to the payment limit of this Agreement NHA will remit any such excess amount to NATIONAL SCHOOL DISTRICT, provided that the payments made, together with any such excess amount, may not exceed the Agreement payment limit. If said cost report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement, NATIONAL SCHOOL DISTRICT shall remit any such excess amount to NHA
- 6.6 Claim Funds.** Approved claims shall be paid only from funds granted to NHA by ACF pursuant to the Head Start program, and NATIONAL SCHOOL DISTRICT hereby waives any claim it may have against any other funds of NHA. This Agreement is valid and enforceable only if sufficient funds are made available to NHA by ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by NATIONAL SCHOOL DISTRICT made prior to the commencement date of the term of NHA'S agreement with the ACF will not be accepted by NHA for reimbursement unless approved in writing by NHA
- 6.7 Unit of Services.** For the purposes of payment, one unit of service is defined as one month of part day, center based Federal Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from Reasonable and Allowable Costs as defined in Section 6.2 above.
- 6.8 Separate Accounting.** NATIONAL SCHOOL DISTRICT shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of NATIONAL SCHOOL DISTRICT. All Head Start funds must be deposited in a FDIC bank account. NHA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.
- 6.9 Notice of Federal Interest.** In the event NATIONAL SCHOOL DISTRICT uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, NATIONAL SCHOOL DISTRICT agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. NATIONAL SCHOOL DISTRICT further agrees to:

- A. Provide NHA's Project Manager, referenced in Section 8.0 below, with notice of any default by NATIONAL SCHOOL DISTRICT under the Lease, on the date of the discovery of such default;
- B. Provide NHA's Project Manager, referenced in Section 8.0 below, with notice of that the Lessor has notified NATIONAL SCHOOL DISTRICT of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that NATIONAL SCHOOL DISTRICT receives such notice from the Lessor; and
- C. Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 75, 1303 Subpart E, as amended, and relevant decisions of the United States courts.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 75, and 1303 Subpart E, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.

The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

6.10 Debarment, Suspension, Termination and/or Revocation. NSD hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Has, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this section 35; and,
- D. Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.
- E. If unable to certify to the best of its knowledge the statements set forth above, NSD

and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

- F. NSD further agrees to request this certification from any subcontractors that perform services under this Agreement.

6.11 Final Report and Settlement. NSD shall adhere to NHA's "Year End Closing Schedule", attached hereto as EXHIBIT "H", and made a part hereof. If said report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by NSD under this Agreement, NSD agrees to remit any such excess amount to NHA within thirty (30) days.

7.0 Indemnification. To the extent permitted by law NATIONAL SCHOOL DISTRICT shall indemnify, hold harmless and defend NHA and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against NATIONAL SCHOOL DISTRICT and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with NATIONAL SCHOOL DISTRICT's operation of its Head Start program, including the Sites and any transactions arising out of or related to this Agreement. Such indemnification by NATIONAL SCHOOL DISTRICT shall apply unless such damage or injury results from the negligence or willful misconduct of NHA its officers, directors, agents or employees.

7.1 Insurance. NATIONAL SCHOOL DISTRICT shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, in addition to the insurance NATIONAL SCHOOL DISTRICT deems proper to operate its own business, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to NHA's approval. Prior to commencement of this Agreement, NATIONAL SCHOOL DISTRICT may self-insure and shall provide NHA original insurance policy documentation, including certificates evidencing the required coverage.

7.2 Liability Insurance. NATIONAL SCHOOL DISTRICT shall provide comprehensive liability insurance with minimum combined single limit coverage of \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Deductible shall be subject to approval by NHA. NATIONAL SCHOOL DISTRICT shall name NHA and its officers and employees as additional insureds on an endorsement as to all service performed by NATIONAL SCHOOL DISTRICT under this agreement. Said policies shall constitute primary insurance as to NHA, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the NATIONAL SCHOOL DISTRICT's insurance policy or policies.

7.3 Workers' Compensation. NATIONAL SCHOOL DISTRICT shall provide workers' compensation insurance coverage for its employees.

7.4 Certificate of Insurance. NATIONAL SCHOOL DISTRICT shall provide NHA with (a) certificate(s) of insurance and endorsement(s) evidencing liability, and worker's compensation insurances as a pre-requisite to signing this Agreement. If the NATIONAL SCHOOL DISTRICT should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the NATIONAL SCHOOL DISTRICT shall provide (a) current certificate(s) of insurance.

The insurance policies provided by the NATIONAL SCHOOL DISTRICT shall include a

provision for thirty (30) days written notice to NHA before cancellation or material changes of the above specific coverage.

7.5 Employee Dishonesty Bond. NATIONAL SCHOOL DISTRICT shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.

8.0 Project Managers. The Parties' respective designated representatives shall be the day-to-day contact persons during the performance of services provided under this Agreement. NATIONAL SCHOOL DISTRICT's Project Manager shall be its **Director, Early Childhood Education**, 1500 "N" Avenue, National City, CA 91950. NHA's Project Manager shall be its **Associate Vice President, Lily Cosico-Berge**. All submittals required of NATIONAL SCHOOL DISTRICT shall be delivered to NHA's Project Manager. NHA's Project Manager may not: (a) award, renew, terminate or cancel this Agreement; (b) agree to, or sign any modifications to this Agreement; (c) obligate NHA for work or services outside the scope of this Agreement; or (d) negotiate changes in price or cost of Services provided by NHA.

9.0 Termination. This Agreement shall automatically expire on June 30, 2019, unless terminated earlier as provided below.

9.1 Written Notice. This Agreement may be terminated by either Party, at their sole discretion, upon written notice upon 90-day prior written notification, thereof other, and may be canceled immediately by written mutual consent. NHA retains the right to terminate this Agreement immediately upon NATIONAL SCHOOL DISTRICT's failure to safeguard the health and safety of children, parents and staff; to safeguard Federal assets; knowingly violates laws or regulations of the Head Start program; or in any other way jeopardizes the welfare of the Head Start program.

9.2 Failure to Perform. NHA, upon written notice to NATIONAL SCHOOL DISTRICT, may immediately terminate this Agreement should the NATIONAL SCHOOL DISTRICT fail to perform properly any of its obligations hereunder. The cost to NHA of completing NATIONAL SCHOOL DISTRICT's performance shall be deducted from any sum due the NATIONAL SCHOOL DISTRICT under this Agreement, without prejudice to NHA's rights otherwise to recover its damages.

9.3. Cessation of Funding. Notwithstanding the above, in the event that Federal, State, or other non-NHA funding for this Agreement ceases, NHA will notify NATIONAL SCHOOL DISTRICT of the date of the termination of this Agreement.

9.4 Rights and Obligations of the Parties Upon Termination. On the effective date of termination of this Agreement, NATIONAL SCHOOL DISTRICT shall surrender possession of any property or premises belonging to NHA that is in NATIONAL SCHOOL DISTRICT's possession or control. NATIONAL SCHOOL DISTRICT shall, at its sole expense, move out and remove all of its property from any NHA premises. Any property remaining on any NHA premises for more than ten (10) business days following the effective termination date will be deemed abandoned and NHA may dispose of it by any means it deems reasonable. In addition, if NATIONAL SCHOOL DISTRICT ceases to operate the program under this Agreement, NATIONAL SCHOOL DISTRICT agrees to return to NHA within thirty (30) days after the termination of this Agreement all equipment and supplies purchased with Federal Head Start funds and all records pertaining to this program, including, but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEP's), developmental histories, child observations, and assessments.

10. GENERAL PROVISIONS

10.1 Independent Contractor Status; No Agency Relationship. NHA and NATIONAL SCHOOL DISTRICT are and shall remain independent entities. Neither NATIONAL SCHOOL DISTRICT nor its agents or employees shall act as officers, agents, or employees of NHA. NATIONAL SCHOOL DISTRICT has no authority to assume or create any commitment or obligation on behalf of NHA or, to bind NHA in any manner. The Parties intend that NHA, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Accordingly, NSD shall be solely responsible for (i) all of its hiring/firing decisions; (ii) supervising its workers and working conditions; (iii) all taxes and applicable withholdings; (iv) wages and hours; and (v) other similar statutory obligations with respect to amounts paid by NHA to NSD. Nothing contained herein shall be construed to prohibit NATIONAL SCHOOL DISTRICT from contracting with any other person, firm or entity to perform services similar to or the same as those referenced in this Agreement. Further, nothing contained herein shall be construed to prohibit or restrict NATIONAL SCHOOL DISTRICT from obtaining services from other parties that may be required in the operation of its own business.

10.2 Force Majeure. The obligation of any Party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

10.3 Notices. Any notice required by this Agreement must be in writing and shall be deemed to have been sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

to NHA addressed:

President & CEO
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

with copies to:

Legal Department
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

Associate VP, Dr. Lily Cosico-Berge
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

or to NSD addressed:

Early Childhood Education Programs
1500 "N" Avenue
National City, CA 91950

with copy to:

National School District
Leighangela Brady, Ed.D.
1500 "N" Avenue
National City, CA 91950

10.4 Confidential Information. All information furnished or disclosed to NATIONAL SCHOOL DISTRICT by NHA in connection with this Agreement which is identified as confidential is received in confidence, shall remain the property of NHA and shall not be disclosed to any third-party without NHA's prior written consent. NATIONAL SCHOOL DISTRICT shall not use any such information for any purpose other than to perform this Agreement.

10.5 Compliance with Law. NATIONAL SCHOOL DISTRICT shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, nondiscrimination, licensing, employment and purchasing practices, and wages, hours and conditions of employment, which include but are not limited to (i) Head Start salary cap and compensation regulations found at 42 USC 9848, Section

653; (ii) OMB cost allocation rules applicable to NHA as a Head Start non-profit Agency; and (iii) acknowledgement that any funds provided by NHA to NSD are to be treated and accounted for as federal funds pursuant to a federal Head Start grant award..

10.6 Inspection. NATIONAL SCHOOL DISTRICT's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of NHA, the State of California, and the United States Government.

10.8 Reporting Requirements. Pursuant to Government Code Section 7550, NATIONAL SCHOOL DISTRICT shall include in all documents or written reports completed and submitted to NHA in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all Agreements and sub Agreements relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Agreement exceeds \$5,000.

10.7 Records. NATIONAL SCHOOL DISTRICT shall keep and make available for inspection and copying by authorized representatives of the NHA, the State of California, and the United States Government, the NATIONAL SCHOOL DISTRICT's regular business records and such additional records pertaining to this Agreement as may be required by NHA.

A. Retention of Records. The NATIONAL SCHOOL DISTRICT shall retain all documents pertaining to this Agreement for five years from the date of submission of NATIONAL SCHOOL DISTRICT's final payment demand of final Cost Report; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, NATIONAL SCHOOL DISTRICT shall make these records available to authorized representatives of NHA, the State of California, and the United States Government.

B. Access to Books and Records of NATIONAL SCHOOL DISTRICT and Subcontractors. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, NATIONAL SCHOOL DISTRICT shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Agreement, make available to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of NATIONAL SCHOOL DISTRICT that are necessary to certify the nature and extent of all costs and charges here under.

Further, if NATIONAL SCHOOL DISTRICT carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of the four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, to NHA, to the Secretary or to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of all costs and charges thereunder.

This requirement is in addition to any and all other terms regarding the maintenance or retention of records under this Agreement and is binding on the heirs, successors, assigns and representatives of NATIONAL SCHOOL DISTRICT.

C. Additional Funding. Within ten (10) days following the full execution of this

Agreement, NATIONAL SCHOOL DISTRICT shall furnish a writing certifying each of its present funding sources and amounts. NATIONAL SCHOOL DISTRICT shall notify NHA, in writing, within ten (10) days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, the NHA may reduce payment to NATIONAL SCHOOL DISTRICT hereunder upon redetermination of the appropriateness of the reimbursement of costs under this Agreement.

10.9 Required Audit. If NATIONAL SCHOOL DISTRICT is funded by \$750,000 or more in federal grant funds in any fiscal year from any source, NATIONAL SCHOOL DISTRICT shall provide to NHA, on or before March 1st of each year, a copy of the yearly audit, which conforms to the requirements, set forth in 2 CFR Part 200. NATIONAL SCHOOL DISTRICT will report any audit findings immediately to NHA (Fiscal Department).

10.10 ERPA/HIPPA Confidentiality Certification. NATIONAL SCHOOL DISTRICT certifies the following:

- A. NATIONAL SCHOOL DISTRICT is familiar with the Family Educational Rights and Privacy Act.
- B. NATIONAL SCHOOL DISTRICT is familiar with Health Insurance Portability and Accountability Act.
- C. NATIONAL SCHOOL DISTRICT is solely responsible for complying with the above laws.
- D. NATIONAL SCHOOL DISTRICT is solely responsible for ensuring that all NATIONAL SCHOOL DISTRICT employees and subcontractors comply with the above laws.

10.11 Fingerprint/TB Clearance Annual Certification/Immunizations. The Parties certify during the term of this Agreement that:

- A. NATIONAL SCHOOL DISTRICT shall be responsible for ensuring that its employees, volunteers, contractors and/or agents working with any minor pursuant to this Agreement have been fingerprinted at a fingerprint clearance facility recognized by the State of California, in a manner consistent with California Education Code requirements regarding fingerprint (Ed. Code §45122.1 et seq.) and tuberculosis (Ed. Code §49406 et seq.)
- B. Neither NATIONAL SCHOOL DISTRICT/NHA nor any of its employees have been convicted of a felony as defined in the Education Code Section 45122.1.
- C. Neither NATIONAL SCHOOL DISTRICT/NHA nor any of its employees have active tuberculosis.
- D. NHA employees at the Sites have received fingerprint clearance in accordance with State Licensing Regulations.
- E. The Parties shall comply with California Health and Safety Code 1596.7995 requiring immunizations against influenza, pertussis, and measles, for employees and volunteers working at day care centers.

10.12 Binding on Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns, subject to the limitations on assignment and subcontracting set forth herein.

- 10.13 Assignment and Subcontracting.** NATIONAL SCHOOL DISTRICT shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of NHA; and any purported assignment by NATIONAL SCHOOL DISTRICT, without prior written consent, shall be null and void and constitute a material breach.
- 10.14 Modifications and Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each Party by a duly authorized representative.
- 10.15 Headings.** All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Agreement.
- 10.16 Applicable Law.** This Agreement is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.
- 10.17 Attorney Fees.** If legal action, including arbitration or action for declaratory relief, is brought by either Party to interpret or enforce any provisions of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.
- 10.18 Additional Assurances.** Attached hereto as **EXHIBIT "I1"** and **EXHIBIT "I2"** (which are both incorporated herein by this reference) are additional Assurances governing this Agreement between NHA and NATIONAL SCHOOL DISTRICT for Head Start Services rendered to NHA. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been so inserted and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended.
- 10.19 Entire Agreement.** This Agreement represents the sole and entire agreement between NHA and NATIONAL SCHOOL DISTRICT, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto, relating to the subject matter of this Agreement.
- 10.20 Partial Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.21 No Waiver of Breach or Default.** NHA's failure to strictly and/or promptly enforce any of its rights, including but not limited to declaring a default, requiring cure of default, and/or terminating this Agreement, shall not operate as a waiver of the default or breach of NHA's rights, or to defeat or affect in any way the rights of either party, with respect to any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by either party, except an express written waiver. All rights and remedies of either Party with respect to default and breach shall be cumulative and not alternative. Each Party expressly reserves the right to enforce any and all rights it has herein at any such time as the Party, in its sole discretion, deems appropriate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names and on

their behalf by the duly authorized representatives, effective the date first above written.

National School District

The Neighborhood House Association

By _____

Leighangela Brady, Ed.D.

Its: Superintendent

Date:

By _____

Rudolph A. Johnson, III

Its: President and CEO

Date:

Approved as to form and legality:

Dwight D. Smith

General Manager/General Counsel

The Neighborhood House Association

August 8, 2018

Agenda Item: **14.J. Approve Memorandum of Understanding with the National City Police Department for School Resource Officers for 2018-19.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: This updated Memorandum of Understanding (MOU) reflects proposed services for the 2018-19 fiscal year. The previous MOU was revised to reflect current practice as well as additional language for any future extensions or amendments to the agreement.

Comments: National School District has partnered with the National City Police Department to provide school resource officer services since 1995. Under this agreement the school resource officers provide enforcement, staff training and educational programs for our students. The Officers also provide parent and community education as needed at each of our school sites.

Principals report that they appreciate the presence of a uniformed officer on campus and the quick and professional response of our School Resource Officers when needed for enforcement and incident investigation.

Recommended Motion: Approve Memorandum of Understanding with the National City Police Department for School Resource Officers for 2018-19.

Financial Impact: Agreement costs: \$77,068
Additional staffing costs: \$0
Other costs: \$0
General Fund
Annual Cost
Safe and Drug Free School Tobacco Use Prevention Fund &
Medi-Cal Administrative Activities Program Fund

Attachments:
MOU

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NATIONAL SCHOOL DISTRICT**

THIS AGREEMENT is entered into on this 9th day of August, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and the NATIONAL SCHOOL DISTRICT, a public entity and school district (hereinafter the "DISTRICT").

R E C I T A L S

WHEREAS, the CITY and DISTRICT (collectively referred to as the "Parties") desires to provide a safe, secure, and orderly teaching and learning environment for all students and staff within National School District and the City of National City by protecting life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective upon the date this agreement is entered into. The duration of this Agreement is for the period of August 9, 2018 through June 30, 2019. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one term. The Parties may exercise up to one (1), one-year extensions. Any extension of this Agreement must be approved in writing by the Chief of Police, and on behalf of the DISTRICT by The Governing Board.

2. **SCOPE OF SERVICES.** The City and the DISTRICT agree to perform the services set forth as attached in the SCOPE OF SERVICES, attached as "Exhibit A" hereto, in accordance with all terms and conditions contained herein. To the extent that there are any inconsistencies between the Agreement and "Exhibit A", this Agreement controls.

3. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT. Director of Student Support Services thereby is designated as the Project Director for the DISTRICT.

4. **COMPENSATION AND PAYMENT.** The total compensation from the DISTRICT to the CITY shall be a flat fee of seventy-seven thousand, sixty-eight dollars (\$77,068.00) for the period of August 9, 2018 through June 30, 2019 and seventy-seven

thousand, sixty-eight dollars (\$77,068.00) for the period of August 9, 2018 through June 30, 2019 upon the mutual extension authorized and executed by the Parties described in section 1 of this Agreement. The DISTRICT shall pay the CITY seventy-seven thousand, sixty-eight dollars (\$77,068.00) for the period of August 9, 2018 through June 30, 2019, and for any mutual extension thereafter, upon invoicing, following execution of the agreement and ratification by the Board of Trustees. (The monies paid by both National School District and Sweetwater Union High School District will pay the cost/benefits of (1) one officer; the second officer will be at the department's expense.)

5. **ACCEPTABILITY OF WORK.** Either party may request an informal meeting to discuss any concern regarding compliance with the Roles and Responsibilities listed in Exhibit "A". Parties agree to conduct such meeting no later than 10 working days after the request.

6. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures with one another. Neither the DISTRICT nor the DISTRICT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

7. **CONTROL.** Neither the DISTRICT nor its officers, agents, or employees shall have any control over the conduct of the CITY or any of the CITY'S employees, except as herein set forth, and the CITY or the CITY'S agents, servants, or employees are not in any manner agents, servants, or employees of the DISTRICT, it being understood that the CITY, its agents, servants, and employees are as to the DISTRICT wholly independent, and that the CITY'S obligations to the DISTRICT are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW.** The DISTRICT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted.

9. **LICENSES, PERMITS, ETC.** The DISTRICT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The DISTRICT represents and covenants that the DISTRICT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the DISTRICT to practice its profession.

10. **STANDARD OF CARE.**

A. The DISTRICT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the DISTRICT'S trade or profession currently practicing under similar conditions and in similar locations.

B. The CITY, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CITY'S trade or profession currently practicing under similar conditions and in similar locations.

11. **NON-DISCRIMINATION PROVISIONS.** The DISTRICT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The DISTRICT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

12. **CONFIDENTIAL INFORMATION.** The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized by federal, state or local law. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

13. **NO INDEPENDENT BASIS FOR LIABILITY.** Nothing herein shall create, by this or other understanding between the parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The CITY'S liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

14. **INDEMNIFICATION AND HOLD HARMLESS.**

A. The DISTRICT agrees to indemnify, defend, and hold harmless CITY, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on CITY arising out of DISTRICT's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of CITY, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless CITY under this Agreement, DISTRICT shall reimburse CITY for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek CITY approval of any settlement that could adversely affect the CITY, its officers, agents or employees.

B. CITY agrees to indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on DISTRICT arising out of CITY's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of DISTRICT, its officers, agents and employees. If

obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, CITY shall reimburse DISTRICT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. CITY shall seek DISTRICT's approval of any settlement that could adversely affect DISTRICT, its officers, agents or employees.

C. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

15. **WORKERS' COMPENSATION.** The DISTRICT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the DISTRICT under this Agreement.

16. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

17. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the DISTRICT. During said 60-day period the DISTRICT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the DISTRICT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the DISTRICT as provided for herein.

18. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To DISTRICT:
Chief Financial Officer
National School District
1500 N Avenue
National City, CA. 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

M. *Ratification.* This Agreement is subject to ratification by the District's Governing Board and the National City's City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

NATIONAL SCHOOL DISTRICT

By: _____
(Name)

By: _____
(Name)

(Print)

(Print)

Mayor, City of National City

(Title)

Date Ratified by Governing Board: _____

Date Ratified by City Council: _____

APPROVED AS TO FORM:

By: _____
(Name)

(Print)

(Attorney, City of National City)

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT

MISSION STATEMENT: It is the mission of the National School District in concert with the National City Police Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the National School District and the City of National City by protecting life and property.

Ensuring the safety of students and staff on school campuses and deterring gangs, drug abuse, criminal acts and traffic violations in National City are priorities to both the National School District and the National City Police Department.

Both the National School District and the National City Police Department believe that campus security is enhanced by the collaboration of police officers and that police officers on campus also help improve relations between the Police department and youth in our community.

The National School District and the National City Police Department agree to work together to provide the assistance of a police officer, based on availability as determined by the CITY, on campus to help maintain a secure environment in and around our schools.

To this end and following are specific agreements between the National School District and the City of National City:

ROLE OF THE NATIONAL SCHOOL DISTRICT: The National School District agrees to:

1. Provide School Resource Officer access to a common district calendar to schedule assemblies and coordinate community events.
2. Schedule orientation time for classroom teachers.
3. Schedule parent meetings as needed.
4. Provide adequate space for the school Resource Officers to carry out non-classroom duties.
5. Provide regular feedback to the law enforcement agency concerning the performance of the School Resource Officer.
6. Permit the School Resource Officer access to the playground and cafeteria to allow for informal interaction with the students.
7. Provide audio-visual equipment for social skills/conflict resolution instruction, drug education and other law enforcement related educational presentations.
8. Report all criminal activity occurring on or about school campuses and all criminal activity involving students to the National City Police Department.
9. Develop procedures to handle campus safety issues.
10. To establish and follow procedures for referring police involvement.
11. Abstain from calling upon the School Resource Officer for enforcement duties while they are involved in classroom presentations except in emergencies.
12. The National School District will remit \$77,068.00, for the period of July 1, 2017 through June 30, 2018, payable to the National City Police Department, to offset costs of the school Resource Officer. This money is equal to 50% of the salary and benefit for one (1)

National City Police Officer at E-Step for one (1) year. The total amount will be paid by January 30, 2018.

13. Coordinate with the Police Department, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

ROLE OF THE NATIONAL CITY POLICE DEPARTMENT: To the extent that staffing is available, at the sole discretion of the Chief of Police, the National City Police Department will provide the following services:

1. Assign a uniformed police officer as the School Resource Officer (“SRO”).
2. Assign the School Resource Officer to liaison with the school campuses of the National School District with the purpose of being engaged in the following duties:
 - Training for students, parents, teachers and other school staff on law enforcement, campus security, and other issues as requested.
 - Serving as a member of the National School District Student Attendance Review Board (S.A.R.B.).
 - General law enforcement duties focusing on:
 - Safety of students and staff on campus
 - Gang related violence and crime
 - Campus intrusion
 - Loss and/or damage to property
 - Weapons on campus
 - Alcohol and drugs on campus
 - Truancy
 - Traffic Safety
3. Ensure that the officer assigned as the School Resource Officer receive all required training and any additional training deemed beneficial to their tasks.
4. Designate a member of the police staff to regularly meet with the school district staff to evaluate program needs as requested.

5. The School Resource Officer will be afforded ample time to engage in informal interaction with the students.
6. Abstain from having the School Resource Officer perform enforcement duties during time scheduled for classroom presentations, except in cases of urgency determined by the Chief of Police or his designee.
7. Pay salary and benefits for the police officer assigned as the School Resource Officer as agreed upon.

Although the SRO has a campus-based philosophy, the SRO is still required to respond to other schools when dispatched, in addition to investigating school related crime and incidents. To the extent that staffing is available as determined by the Chief of Police, the SRO shall do the following:

- When available, attend the National School District SARB Hearings at NCPD.
- Conduct home visits with administrators or the NSD Truancy Officer.
- Issue citations to parents for violations of the SARB contract.
- Coordinate, train and inspect individual Safety Patrols as requested.
- Provide parent education/presentations to parent groups as requested.
- As available, provide education as it relates to criminal law and drug awareness to middle and high school students as requested.
- Teach narcotics awareness at PTA's and students as requested.
- Facilitate collaboration between NCPD and NSD regarding community and county-wide events.
- Inspect and approve individual school safety plans.
- Attend site-based SARB meetings as requested.
- Participate in the NCPD 290 (Sex Crime Registrant) Compliance Inspections.
- Conduct juvenile warrant sweeps.
- Assist SD County Probation Officers with compliance checks and home visits generally within the boundaries of the City of National City.
- If available, attend various school events and fairs as requested; outside of normally scheduled hours, if required, the district shall pay for the officer's overtime.
- Enforce SD County Daytime Loitering within City limits.
- Attend school based disciplinary hearings and intervention programs.
- Participate in multi-agency Truancy/Daytime Loitering Sweeps within the City limits.
- Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.

August 8, 2018

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / None
Abstract:

August 8, 2018

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Presentation by BCK, LLC regarding the development an environmental stewardship plan for National School District.**

Speaker: Chris Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This spring, BCK worked closely with District and school site administrators to determine priority and importance of sustainability goals. Tonight's presentation will address the final deliverables in the contract which was the development an environmental stewardship plan to involve all District schools.

Comments: A contributing factor for why BCK was chosen for this contract was due to its unique approach of involving students in the process of attaining school and District sustainability goals. Through a consultant-guided educational programs, Palmer Way students learned about waste diversion and waste management and identified best practices on par with industry standards to address their school's waste needs.

In May 2018, Palmer Way students presented sustainability recommendations to the School Board. Students shared their work on pre-identified sustainability goal of waste diversion; their implementation of a student-driven waste diversion program (including a paper reduction campaign and a comprehensive recycling effort); and their student-driven lunchtime waste audit with recommendations for identifying potential waste diversion improvements, and cost saving opportunities for the District.

The plan presented tonight will address implications for future sustainability efforts and student involvement in identifying solutions.

Attachments:
BCK Sustainability Report



Sustainability Report For



Prepared by BCK Programs, LLC

July 30, 2018

Table of Contents

1. INTRODUCTION	1
School Sustainability	1
NSD's Current Green Status.....	2
2. WASTE DIVERSION PILOT & RECOMMENDATIONS	3
Pilot Methodology	3
Pilot Results.....	3
District Best Practices	3
School Site Best Practices.....	4
Conclusions	4
3. Roll Out Assistance	5
4. School Sustainability Survey	5
5. Recommendations For District-Level Coordination.....	6
6. Suggested Three-Year Sustainability Plan and Timeline.....	7
7. Next Steps	9
Appendix A	10
BCK's Role in School Sustainability.....	10
Appendix B	12
PAWS Report	12

1. INTRODUCTION

Under School Contract Number CT 3456, the National School District (NSD) contracted with BCK Programs LLC (BCK) to pilot a waste diversion program at one school site and to conduct introductory research regarding the feasibility of implementing environmental best practices for the school district. As part of NSD's initial RFQ response, BCK described its comprehensive, student-driven approach to school sustainability. The original proposal describes district-wide green consulting combined with five school-site programs: 1) stormwater pollution prevention, 2) water conservation, 3) energy efficiency, 4) garden-based nutrition, and 5) waste diversion/reduction.

Rather than beginning so comprehensively, NSD asked BCK to first implement a pilot project to demonstrate the merits of their programming and develop a starting point for best practice implementation. More specifically, NSD requested three deliverables; a district waste assessment via a pilot waste diversion program at one school, a survey of interests for sustainability efforts and a three-year sustainability roll out plan based on past and existing green upgrades, survey results, and the perceived enthusiasm of NSD toward sustainability actions.

School Sustainability

In 2013, experts at Stanford University wrote a report containing a systematic review of studies published between 1994 and 2013 on the role of environmental education in the K-12 school setting. The report contained several important conclusions. In addition to confirming that environmental education programming leads to students knowledgeable about pressing environmental issues, the study also revealed that teaching a green curriculum also improves academic performance, enhances critical thinking, bolsters personal growth and life-building skills, encourages civic engagement and increases student confidence, autonomy and leadership skills (Ardoin, N.M., Bowers, A.W., Holthuis, N., Wyman Roth, N. Environmental Education and K-12 Student Outcomes: A review and analysis of research. *Journal of Environmental Education*).

Realizing the numerous merits of environmentally engaged schools, the U.S. Department of Education launched the Green Ribbon Schools award program (much like the Blue Ribbon program) in 2011. This national program formally recognizes schools and school districts across the country in their efforts toward “achieving three goals: reductions of a school’s or district’s environmental footprint, positive impact on student and staff health, and ensuring graduates can demonstrate environmental literacy.” The US Department of Education Green Ribbon Award has been instrumental in encouraging schools to embrace sustainability and as the study mentioned above confirms, the positive benefits are exponential.

Even with the many benefits afforded to schools that *go green*, moving beyond token environmental improvements to large-scale systemic changes can prove challenging.

NSD's Current Green Status

Over the years, NSD has made several green facility improvements, most recently with the assistance of Prop 39 funding. These improvements include:

- Moving eight of ten schools to smaller, more efficient T8 fluorescent light bulbs by taking advantage of an SDG&E free upgrade program. The remaining two schools were not eligible for the lighting upgrades and were outfitted with LED lighting, widely accepted as the most energy efficient technology available.
- Updated energy star appliances and HVACs are programmed with energy efficient set points, controlled at the district office. Additionally, air conditioners automatically turn off after two hours.
- The grounds department utilizes an Integrated Pest Management (IPM) strategy and is replacing existing landscapes with drought tolerant natives on a drip irrigation system.
- The district has a stated policy prohibiting the use of bleach wipes in the classroom.
- Shifted from Styrofoam lunch trays to recyclable paper trays.
- Existence of "Super Salad Bar Days" encouraging students to eat healthy.
- Emergence of school gardens at many school sites.
- Finally, more and more NSD schools are working with the district grounds team to build school gardens including garden beds and irrigation infrastructure.

While the above improvements and policies advance the district toward more sustainable practices, there are still many more environmental actions for NSD to undertake in addition to the district's need to set out clear sustainability goals, especially as they relate to engaging their students with environmental literacy, a key piece of the green school puzzle. The efforts NSD has already taken illustrate the district's receptiveness to move forward with additional upgrades and meaningful environmental educational programs.

2. WASTE DIVERSION PILOT & RECOMMENDATIONS

Pilot Methodology

BCK was hired by NSD to assess waste diversion opportunities in the district. Utilizing Palmer Way as a pilot school, BCK worked with 40 2nd and 3rd grade students to audit the campus waste stream and develop a model protocol scalable to other schools within NSD. With consultant help, Palmer Way students formed an action team called Panthers Attack Waste Squad or PAWS and began studying the issue in early March. BCK assisted students in determining the amount of waste generated on the school campus and guided the students as they developed strategies to divert waste from the landfill. By May 23rd, the PAWS team had conducted comprehensive waste audits, implemented several waste reduction strategies and presented their final recommendations to the school principal, the district's governing board and key facility administrators. Typically, BCK uses an entire school year to implement a school program. Due to time constraints, BCK was able to guide NSD students through an abbreviated program that yielded usable results.

Pilot Results

The full PAWS project report is included in Appendix B of this document. A short video can be viewed at this website: <https://vimeo.com/276954604>.

Even with a significantly shortened program, BCK and the PAWS team developed the following recommendations for waste diversion at NSD:

District Best Practices

- 1:1 recycling to waste disposal in all offices/classroom/workrooms and on campus (recycling container next to every waste receptacle)
- Dual color bag system for easy identification of waste streams
- Lunchtime milk/juice carton recycling
- Custodial training of new waste diversion protocol
- Lunch supervisor training to facilitate carton recycling
- Increase size of blue recycling dumpster
- Eventually scale back refuse pickup to 3 days
- Eliminate straws in spork packet
- Order paper straws for when students request a straw

School Site Best Practices

- Early student training and school-wide expectation assembly and in-class reinforcement of new waste protocol
- Student informational waste reduction campaign
- Student recycling teams to assist custodial tasks
- Grade level assistance in the lunchroom
- Eventual development of a food scrap composting program

From these recommendations, NSD has agreed to *begin* the transition to spork packets without straws, switch to dual colored waste can liners and support schools switching to carton recycling. The remainder of the recommendations were generally accepted by both the school site and the school district as goals to work toward in the next school year.

The final outcome of Palmer Way's waste diversion pilot program deserves praise due to the volume of potential waste reduction and the meaningful impact on school-wide environmental awareness. Student observations found that the new recycling cans placed throughout the campus were full and had a very low contamination rate. Additionally, on the days milk/juice carton recycling took place during lunchtime, PAWS students observed the waste brought to the large refuse container was reduced by at least half. Importantly, the PAWS team noted the materials shifting to the recycling container increased significantly enough to warrant a change to a larger size dumpster.

NSD has agreed to make this switch from a 3-cubic-yard container to a 5-cubic-yard container and to consider reducing the number of service days at the school site. If the rest of NSD schools follow the PAWS pilot protocols and also reduce and/or offset their waste by half, the cumulative changes to the districts waste hauling schedule is likely to generate financial savings.

Conclusions

While abbreviated, the PAWS pilot project achieved measurable improvements scalable to the entire school district. In addition to successfully reducing the waste output of Palmer Way Elementary School, the PAWS program provided a hands-on educational experience for the students involved and promoted a culture of environmental responsibility for the entire school. PAWS students used their research and public speaking skills to spark a high-level change for their school (and school district), giving them the confidence to make even bigger changes in their future.

3. Roll Out Assistance


After testing the PAWS plan over the course of four lunch periods, the principal at Palmer Way is ready to fully implement lunchtime carton recycling at the start of the 2018-2019 school year. Once this roll out is complete, other NSD schools can receive guidance from the PAWS team to implement the same key changes at their school site. To continue and solidify the PAWS program at Palmer Way, oversight and direction is required for the first two-weeks of 2018-2019 school year (ordinarily this oversight would have happened during the year-long program, but because the pilot was only a three month program, additional time is recommended to reinforce the student plan). By following the recommendations laid out in the PAWS report, NSD is poised to reduce school site waste output by nearly half as soon as carton collection is fully implemented.

4. School Sustainability Survey

To assist with determining NSD's sustainability goals, BCK created a survey asking participants to rank their enthusiasm on five broad environmental stewardship topics which get to the heart of most school sustainability actions. The choices available for ranking were: Energy Conservation, Waste Diversion, Water Management/Conservation, Garden Science/Nutrition and Stormwater Protection.

BCK reviewed survey results from five schools. The data returned indicated the majority of respondents were in favor of school sustainability with three key topics gaining the most support: waste diversion, stormwater pollution prevention, and garden science/nutrition.

The schools with the most enthusiastic responses were captured in the chart below with their top sustainability program choice. BCK recommends that additional information be gathered from the remaining school sites, NSD students, and the parent community, thus increasing the pool of stakeholders and, in turn, generating a sense of ownership of green efforts throughout the district.



The image shows a survey form titled "NATIONAL SCHOOL DISTRICT" with a logo of a bird. The form is titled "Sustainability Survey" and includes a section for "Ranking" with five topics: Energy Conservation, Water Management, Water Pollution Prevention, Waste Diversion and Recycling, and Garden and Garden Science. Below this is a section for "OPTIONAL INFORMATION" with a question about the school's environmental program. The form is dated "Teacher Name" and "BCK Programs, LLC" is at the bottom.

NSD SCHOOL	PROGRAM PRIORITY
1. Kimball	Stormwater Pollution Prevention
2. Las Palmas	Garden Science & Nutrition
3. El Toyon	Waste Diversion
4. Lincoln Acres	Waste Diversion
5. Central	Garden Science & Nutrition

5. Recommendations For District-Level Coordination

The key to successful implementation of a comprehensive sustainability plan is coordination and support from the district's administrative team. If support from the top is lacking, consistency in implementing changes at each school site will be a challenge. Additionally, a clear sustainability mission statement should be agreed upon by stakeholders from all parts of the school district, including teachers, parents, staff and students.

After NSD's mission statement is accepted, detailed and specific goals toward resources efficiency, waste reduction and pollution prevention should be enumerated and prioritized within a general plan for both district and site by site roll out. As each school is likely to embrace each sustainability goal with differing levels of tenacity, a cohesive district plan that considers the most appropriate program for each campus will add to the success.

Once this mission is developed, the sentiment should also be included by the governing board in district policies to help guide decisions. For example, one policy statement that illustrates the district's commitment to eliminating harmful cleaning chemicals or pesticides might be written as follows:

National School District will demonstrate responsible leadership by making decisions and conducting operations that protect students, staff, and our community from environmental harm. The District will strive to eliminate the use of potentially toxic and harmful substances.

District-level support and coordination will ensure that all stakeholders are included in NSD's sustainability plan and allows for program accountability. To maximize success, BCK recommends NSD seek assistance in the initial stages of the implementation of

the district sustainability plan. Once NSD has some internal guiderails in place, such as board approved green policies and a strong sustainability stakeholder committee, outside guidance will be less imperative.

District-level guidance involves a variety of tasks and depends upon the needs and culture of each school and the school district. Consulting services may include the following recommended tasks:

- Assist with the creation of a green mission statement
- Guide the development and prioritization of district sustainability goals and benchmarks
- Help with developing a board resolution and/or district sustainability policy
- Research green products and technologies for consideration
- Attend meetings or conferences on behalf of NSD to advance green efforts
- Assist in training and/or creating training material for students and staff as NSD transitions to green practices
- Identify grants and other funding sources for green efforts such as incentive programs and rebates
- Assist in creating campaigns to help shift to more resource efficient behaviors
- Collect baseline data and measure effectiveness of key green actions
- Coordinate and assist with the implementation of already identified best practices
- Identify community partners who can assist in sustainability efforts
- Assist with coordinating environmental stewardship lessons and pilot environmental literacy opportunities at school sites

6. Suggested Three-Year Sustainability Plan and Timeline

BCK began working with NSD in February 2018. From that time, BCK has visited school sites, spoken with administrators, surveyed teachers, and interviewed students and staff. After collecting relevant information and considering staff interactions, BCK has proposed a potential three-year sustainability plan for NSD. **The approach, illustrated in the chart below is intended as a flexible guideline to be updated by district administrators and a NSD Green Stakeholder Committee (once formed) with prioritized goals as they are established.**

	YEAR ONE	YEAR TWO	YEAR THREE
Potential Green Focus Approach	Waste Diversion (<i>may include recycling, composting, classroom waste reduction, litter management, purchasing, food donations, share tables, repurposing, paperless campaigns</i>)	Health and Wellness (<i>may include garden science, nutrition, farm to school, green cleaning, walk to school, anti-idle, stormwater pollution prevention, daylighting, educational green spaces</i>)	Resource Conservation (<i>may include energy efficiency, renewable energy, reclaimed water, water conservation, climate action plan, water wise garden and landscaping</i>)
Facility & Management Tasks and Audits	<ul style="list-style-type: none"> • Develop NSD mission & policy statement • Creation of NSD branding around green efforts • Form a district-wide green committee • Formalize committee goals into NSD's Sustainability Plan • Identify and collect baseline data (waste collection, purchasing, energy and water use) • Research/Support pilot for chemical free cleaning technology • Identify environmental curriculum materials • Identify funding sources for green upgrades 	<ul style="list-style-type: none"> • Research Reclaimed Water Feasibility • Build school gardens at all schools wanting one • Develop specific protocol for Garden Maintenance • Ensure Integrated Pest Management plan reconciles with edible garden spaces and green district goals • Utilize green spaces as learning spaces (passive food crops/ pollinator/water wise) • Stormwater mitigation strategies identified 	<ul style="list-style-type: none"> • Research/Complete lighting efficiencies (lighting and/updated daylighting technologies) • Audit irrigation systems, sinks and toilets
Likely System Changes	<ul style="list-style-type: none"> • Switch to straw-free spork packets • Use dual waste liners • Implement carton recycling • Pilot chemical-free cleaning at one school • Nutrition Services - Take Only What You Want campaign 	<ul style="list-style-type: none"> • Switch all schools to chemical-free cleaning (if applicable) • Implementation of identified best practices school sites may have identified in prior school year(s) 	<ul style="list-style-type: none"> • Complete switch to low water plants and drip irrigation • Implementation of identified best practices school sites may have identified in prior school year/s
Site Level Actions	<ul style="list-style-type: none"> • Roll out PAWS program (dual waste liners, lunchtime carton collection, school-wide recycling stations) to at least four other NSD schools • BCK specialty programs for interested schools • Plastics Awareness - encourage reusable water containers w/hydration stations 	<ul style="list-style-type: none"> • Finish roll-out of PAWS program to remaining five NSD schools • Pilot food scrap composting • BCK specialty programs for interested schools • Walk to school campaigns • Anti-idle campaigns 	<ul style="list-style-type: none"> • Energy conservation campaign and district-wide contest • Water Conservation Campaign and community outreach • Emphasize site level energy efficiency • BCK specialty programs for interested schools

7. Next Steps

Creating a district-wide culture of sustainability takes a measured approach over time. Trying to implement too many systemic changes at once without realistic expectations from all key stakeholders may ultimately impede NSD's green goals. BCK recommends outside consulting to help NSD complete the recommended tasks identified in both Section 5 and suggested in the three-year sustainability plan in Section 6. These initial first steps are important to gathering support throughout the district.

For the 2018-2019 school year, BCK estimates it will take a total 240 hours, or approximately 6.5 hours per week, to assist NSD with executing the actions identified in this report. Additionally, BCK estimates an additional 57 hours will be needed to assist the roll out of the PAWS program at Palmer Way Elementary School.

If NSD is interested in hiring BCK to complete the recommended tasks, the breakdown below illustrates our pricing structure for consulting.

Task	Hours	Cost per hour	Total
District Sustainability Planning	240	\$85.00	\$20,400.00
Roll out Assistance	57	\$85.00	\$4,845.00
Total			\$25,245.00

Appendix A

BCK's Role in School Sustainability

If NSD selects BCK to continue as their green consultant, they stand ready to help the district facilitate green upgrades and encourage operational best practices. Additionally, if desired, BCK can be independently contracted by each school site to work directly on campus conducting environmental education programs that connect the changes the students recommend to the district decision makers and ultimately the greater school community.

With guidance from BCK, students produce real-world recommendations to improve stormwater quality flowing off the school campus, generate viable strategies for reducing energy needs, take specific actions to reduce waste, and engage the school community in activities that produce fresh produce and model nutritional eating habits.

Many sustainability programs provide the district with cost saving opportunities. The savings come from traditional utility bill reductions, more efficient purchasing practices and, given the appropriate setting, even some produce costs could be offset by a strong Farm to School program.

Importantly, BCK works closely with district administration implementing best practices as they originate from student action teams while assuring the latest generally accepted green industry standards. BCK can assist with researching new technologies, with training staff on new green protocols and can help encourage key behavior changes throughout the school system. Additionally, BCK can identify grant opportunities and community partners that, in turn, help foster sustainability goals and uncover meaningful outreach avenues for students. In this way, the school or school district can become the catalyst for environmental change in the community.

Using this approach, members of the BCK team have successfully guided a California School District to become one of the first school districts in the nation recognized by the U.S. Department of Education as a National Green Ribbon recipient and has earned many prestigious awards for its waste diversion and pollution prevention programs.

Along with experienced consulting offered to district administration, BCK offers specialty educational programs at the school site level designed to generate best practice recommendations covering five broad sustainability topics, briefly described below:

- **Stormwater Pollution Prevention** The SWPPP Internship™ Program, BCK's flagship educational program, teaches students about polluted stormwater runoff by utilizing a business model and guides them to taking meaningful action to mitigate harms originating at their school site.
- **Water Conservation** Student action teams study the school's water use and water bills, research ways to use water most efficiently and then recommend responsible changes to district administration while also taking note of community actions to conserve water.
- **Garden Science/Nutrition** BCK's garden-based nutrition program includes an education program centered on hands-on curriculum with fruit and vegetable tastings, a student-created compilation of healthy recipes (cookbook) and a community engagement element to extend and connect learning to families and the greater community.
- **Energy Conservation** Student action teams study the school's energy use and energy bills and learn about best practices to conserve energy. Students determine the feasibility of implementing facility changes at their site and create an energy conservation plan for their school.
- **Waste Diversion** Students conduct a comprehensive waste audit of their campus and use the collected data to develop a waste management protocol for their school. After implementing key changes, students compare final audit data to see if their changes worked.

Appendix B

BCK Programs, LLC™ ENVIRONMENTAL EDUCATION

Palmer Way Waste Diversion Pilot Report

Prepared For



By BCK Programs, LLC
June 30, 2018

Introduction

BCK Programs, LLC (BCK) was hired by National School District (NSD) to assess and increase the waste diversion rate in the district. Utilizing Palmer Way as a pilot school, BCK worked with 40 2nd and 3rd grade students to audit the campus waste stream and develop a model protocol scalable to other schools within the district. BCK assisted students in determining the amount of waste generated on the school campus and guided the students as they developed strategies to divert waste from the landfill. Students formed an action team called Panthers Attack Waste Squad or PAWS and began studying the issue in early March. By May 23rd, the PAWS team had conducted several waste audits, implemented several waste reduction strategies and presented their final recommendations to the school principal, the district's governing board and key facility administrators.

Because of the similarities of NSD schools (relative size, 100% free and reduced, dumpster sizes, daily refuse pick-ups etc.) the strategies considered by the PAWS students at Palmer Way are likely to successfully reduce waste at every NSD school with only slight modifications at each site.

This report details the waste diversion plan developed by the Palmer Way's PAWS students with guidance from BCK. The PAWS plan focused on three key waste streams; outdoor campus waste, in-class waste and lunchtime waste.

*It is important to note, BCK typically conducts student-driven sustainability programs over the course of a school year. The Palmer Way program began in March and, while many best practices were identified, students did not have time to fully implement their comprehensive waste diversion plan.

PAWS Waste Diversion Plan

Outdoor Campus Waste

PAWS students began by examining Palmer Way's current protocol to manage outdoor waste. Students walked the grounds and marked the locations of each trash can on a line map of the campus. Students analyzed waste can placements to determine efficiency and accessibility. The PAWS team found 18 waste cans on campus and determined the amount of containers to be adequate for the size of the campus and appropriately dispersed to meet the needs of students and teachers on campus.



Next, PAWS students conducted a waste audit from the most used receptacles on the campus. The audit revealed that half of the waste disposed of was recyclable. With only one recycling container on campus, the PAWS team identified the need to place additional recycling receptacles throughout the campus. In order to provide students and staff the opportunity to recycle everytime they dispose of waste, the PAWS team recommended the placement of one recycling container next to every waste receptacle. With the assistance of BCK, the PAWS students received a donation of 18 recycling bins from EDCO Disposal (EDCO).



EDCO delivered the recycling bins to Palmer Way Elementary School in April, and the PAWS students distributed them around campus with informational posters and program logos, creating 18 waste disposal stations.



Their slogan *PAWS and Recycle* was intended to encourage fellow students to take a few moments to think about where to put their waste. Within a week of adding the exterior recycling bins, the PAWS students observed the new containers were properly filled with cardboard, paper, plastic water bottles, and cans.



To ensure all recycling and waste are kept separate during custodial collection, the PAWS team recommends all waste receptacles be lined with a tinted bag and all recycling containers be lined with a clear bag. This practice will allow for easy identification of waste streams when the custodian brings the waste to the main school dumpsters.

Finally, students reinforced their plan through education. After discussing the best ways to get the message out to the school community, the PAWS team decided to make a giant poster for placement in the school cafeteria where every child visits on a daily basis. The PAWS students created a seven-foot-long poster using real recyclable items and waste found most commonly on their campus. The colorful poster illustrated the proper disposal location of each item.



Palmer Way Waste Diversion Pilot Report
June 30, 2018



In-class Waste

To maximize waste diversion within the classroom, the PAWS team also focused on how students dispose of their trash during the course of the school day. The students conducted an interior waste audit and found that, unlike the outside campus, every classroom and work area was already outfitted with a gray wastebasket **and** a blue recycling bin. However, these containers were not placed next to each other. Drawing on their prior experience, the PAWS teams created indoor waste stations by placing the recycling bin and wastebasket next to each other in a highly visible area within the classroom.



Understanding that education is the key to the program's success, the PAWS students decided to create detailed and specific signage to guide students toward the proper disposal of the most common classroom waste items. Using photos of actual waste found in the classrooms and their catchy slogan, students created and hung informational signs just above each waste station in the classrooms.



Furthermore, the PAWS team recommends that each classroom designate a class waste monitor(s) either weekly or monthly to oversee the appropriate diversion of waste. The monitor(s) would also be responsible for taking the indoor waste to the nearest appropriate waste receptacle outside their classroom. The assistance of the students to condense the indoor with the outdoor waste will not only solidify the school's commitment to waste reduction, but will also aid the custodians in campus collection. The joint effort will build solidarity and community into the overall success of the program.

Lunchtime Waste

The lunchroom is by far the biggest waste generator at Palmer Way Elementary School. With all students eligible for (and receiving) free lunch each day, over 500 used cardboard trays, sporks, straws and napkins, at least 700 milk and/or juice cartons and well over a hundred pounds of uneaten food and liquid all comprise the waste created during lunch at the school. Palmer Way already collects and recycles their cardboard trays, greatly reducing their potential trash. However, the food/liquid waste and empty cartons still create a significant amount of waste that could be diverted from the landfill.

The PAWS teams conducted a visual observation of the waste generated during lunchtime and came to the conclusion that they would focus on diverting all milk and juice cartons from the landfill. To meet that goal, BCK wrote a small grant and obtained five carton collection containers from the Carton Council. The PAWS team assembled the containers and determined where their most effective placement would be in the lunchroom.



Next, the students determined they would need to have a nearby receptacle to empty all remaining liquid from the cartons as well as a nearby waste container for straws and



other lunch waste. The PAWS teams created four waste stations inside the lunchroom and one outside the lunchroom to test their initial plan. During four identified test days, PAWS worked with Palmer Way's principal to introduce their fellow students to the process of emptying liquid in "dump buckets" and placing the empty cartons in the carton collection containers. While the new routine added a few minutes to the dismissal time on the first test day, students were generally comfortable adding the extra step by the final test day. After collecting cartons for

the four test days, the PAWS team reflected on and memorialized best practices which are included in this report.

As part of the roll-out of the new collection procedure the PAWS team created a large, colorful banner encouraging students to *Drink, Empty & Recycle* and hung it prominently in the lunchroom.



By implementing this one change to the lunchtime routine, the PAWS students will divert at least 700 to 800 milk or juice cartons every day and over 15 gallons of liquid waste entering the landfill daily.

Taken together with better in-class recycling practices and the addition of the outside recycling containers, the PAWS teams estimates that it has reduced the waste entering the landfill from Palmer Way by 50%.



PAWS Outreach and Movie

There were 40 students who joined the Panthers Attack Waste Squad. Their enthusiasm for reducing waste and taking better care of the environment was demonstrated through their contribution of ideas, actions, art, creativity, organization

and public speaking. Some of the students who showed a desire to speak and give presentations did so at professional meetings with district and school officials as well as at the final school board presentation. Those who could not make those meetings or presentations participated in the creation of a short video to demonstrate some of the work the PAWS team accomplished this school year. The goal of the movie is to use it for outreach and educating the viewers about the important work of PAWS. To view the PAWS video, visit: <https://vimeo.com/276954604>

Continuation of Current Waste Reduction System

The steps taken by the PAWS students this school year have set Palmer Way on the road to significantly reducing their overall waste. The success of the program relies on maintaining and continuing to build the system the students have already created. The protocol has been established and, with proper planning for the next school year, can be easily continued.

Additional Best Practices Recommendations

As referenced above, at the culmination of each portion of the waste diversion pilot, the PAWS students memorialized and, in some cases implemented, their recommendations for best practices. A few members of the PAWS team presented these recommendations to the governing board and key district administrators. The recommendations not included in the main PAWS pilot implementation are listed below:

Composting - Tackling Food Waste

When conducting the waste audits, the PAWS team observed large amounts of food waste in the trash cans every day. The team discussed different ideas for what could be done to address food waste. Many students suggested a composting program to combat the issue. Although the concept of composting was not covered in-depth, the students learned how effective it can be to reduce the overall food waste at Palmer Way. They recommend that the next phase of waste reduction should include vermicomposting (composting with worms and micro-organisms) and organics composting.



After seeing the success of the milk carton sorting stations, the PAWS students also recommend adding a food waste sorting station to the lunchtime cleanup process. This would be a best management practice for the collection of the food waste initially. At the end of lunch period, a compost team from PAWS (or another interested group) could be in charge of collecting the food scraps and processing them for the worm bins or

standing compost. The compost, in turn, will become nutrient-rich soil for the school garden.

Product Switch - Eliminating Straws/Paper Straws

Currently, straws are not recyclable by EDCO's standards, which means that single-use straws are an addition to the landfill-bound waste at Palmer Way. Although the convenience of straws were acknowledged, the PAWS team determined that they are unnecessary for drinking their milk and juice out of paper cartons. After noticing the amount of straws thrown away in the waste audit, the PAWS students recommend that the straws be eliminated from the spork packets purchased for lunchtime use. They also would like to ask that no straws be purchased in the future, unless they are paper straws. Paper straws are a recyclable product that can be handled and recycled by EDCO.

*Other school districts have added the following products to their food services order forms to accommodate this change:

- White Spork Kit w/1 Ply Napkin (P&R Paper & Trade Supplies part of NCEPC)
- Unwrapped Paper Straws (Trade Supplies part of NCEPC)

Dark and Clear Bags

One of the major parts of reducing waste on campus is the team effort of the custodians. Custodians are responsible for removing the waste on campus. They commonly transport the bags of waste to the main dumpsters in a large rolling cart called a "whale". Once they take the bags to the main dumpster, they determine whether each bag contains recycling or landfill-bound waste. To make it easier and more efficient for the custodians, the PAWS team discussed a simple and widely accepted change to the campus waste disposal process. The students suggest that all recycling bags be clear and the landfill-bound waste bags be black or tinted to easily mark the contents and waste stream to which they belong. By using two different colors of waste bags, the custodians can easily and confidently load both the recycling and landfill waste into the whale and transport all the waste at one time to the main dumpsters for pickup by EDCO. The custodians will efficiently and correctly toss the correct bags into the containers without making two trips or miscalculating the contents.

*Other school districts have added the following products to their custodial order forms to accommodate this change:

- Liners, Black Trash for 44 gallon can (Waxie part of NCEPC)
- Liners, Black Wastebasket (Waxie part of NCEPC)
- Liners, Clear Waste/Recycling for rolling EDCO Recycling Containers 45 gallon bag (Waxie part of NCEPC)

Student-Led Recycling

The PAWS students have worked hard to set up the recycling program this year and would like to see that work continue with success. The waste audit conducted by the students showed that approximately 50% of the waste produced at Palmer Way is recyclable. Knowing how close the school is to that waste diversion rate is key. The



future of PAWS holds the opportunity for the students to data collect and measure the level of success. Each week the students could fill out data sheets with the amount of waste and recycling accumulated at each waste station. They could determine what items are contaminating the recycling and which recoverables are mistakenly thrown in the landfill-bound waste. The data they gather can be used to determine what information is needed to educate the students campus wide and to recommend additional changes.

Adjustments to Dumpster Size and Frequency of Hauling Services

Currently, EDCO charges substantially less to rent a recycling dumpster than it does to rent a refuse dumpster. Additionally, the per pickup charge for recycling typically costs less than the pickup of landfill-bound waste. Palmer Way currently has a 3 cubic yard refuse dumpster and a 3 cubic yard recycling dumpster. The landfill waste is picked up daily and the recycling is picked up three times per week. By increasing the amount of recycling and reducing the amount being sent to the landfill, the shift in waste diversion would warrant a review of the current waste pickup schedule.

Once Palmer Way fully implements the initial waste efficiencies identified in the PAWS pilot, a service shift is in order. The 3 cubic yard recycling dumpster should be replaced by a 5 cubic yard dumpster and the refuse dumpster pickup schedule should be reduced to three days per week, aligning with the recycling pickup. Adjustments made at all school sites could yield a substantial cumulative financial benefit to the district.



Before PAWS Full Refuse Dumpster



After PAWS Refuse Dumpster 1/4 full.

Personnel and Student Training

Finally, any major change to the existing lunchtime operational routine will require staff and student training. All stakeholders (lunch supervisors, custodian, students) should be brought into the planning and implementation of the new protocols. Staff should understand the reason for the change and that the change is coming from the school and district administration as part of a permanent waste diversion strategy. Staff should be invited to collaborate on best practices.

To maximize program participation, all students should be informed of the lunchtime behavior expectations at the start of the year. Additionally, assigning grade level lunchtime helpers to assist in the in the early stages of implementation of milk and juice carton collection will bolster the program success.



August 8, 2018

Agenda Item: **16.B. Presentation and Discussion of Olivewood School and Palmer Way School Parking Lot Projects.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: During the July 12, 2017 Governing Board meeting, the Governing Board approved contract #CT3407 with Webb Cleff Architecture (now Studio WC) for Architectural Services for the Parking Lot and Drop Off/Pick Up Area Upgrades at Olivewood and Palmer Way Schools. District staff and Studio WC staff will present and discuss the plans for these two campuses.

Comments: Measure N, a General Obligation (GO) Bond Measure was passed by the voters of the the National School District in November 2014. This GO bond measure was sought to improve the facilities of the District. Measure N funds will be utilized to improve the student drop off/pick up zones, and increase parking for the school communities at Olivewood and Palmer Way Schools.

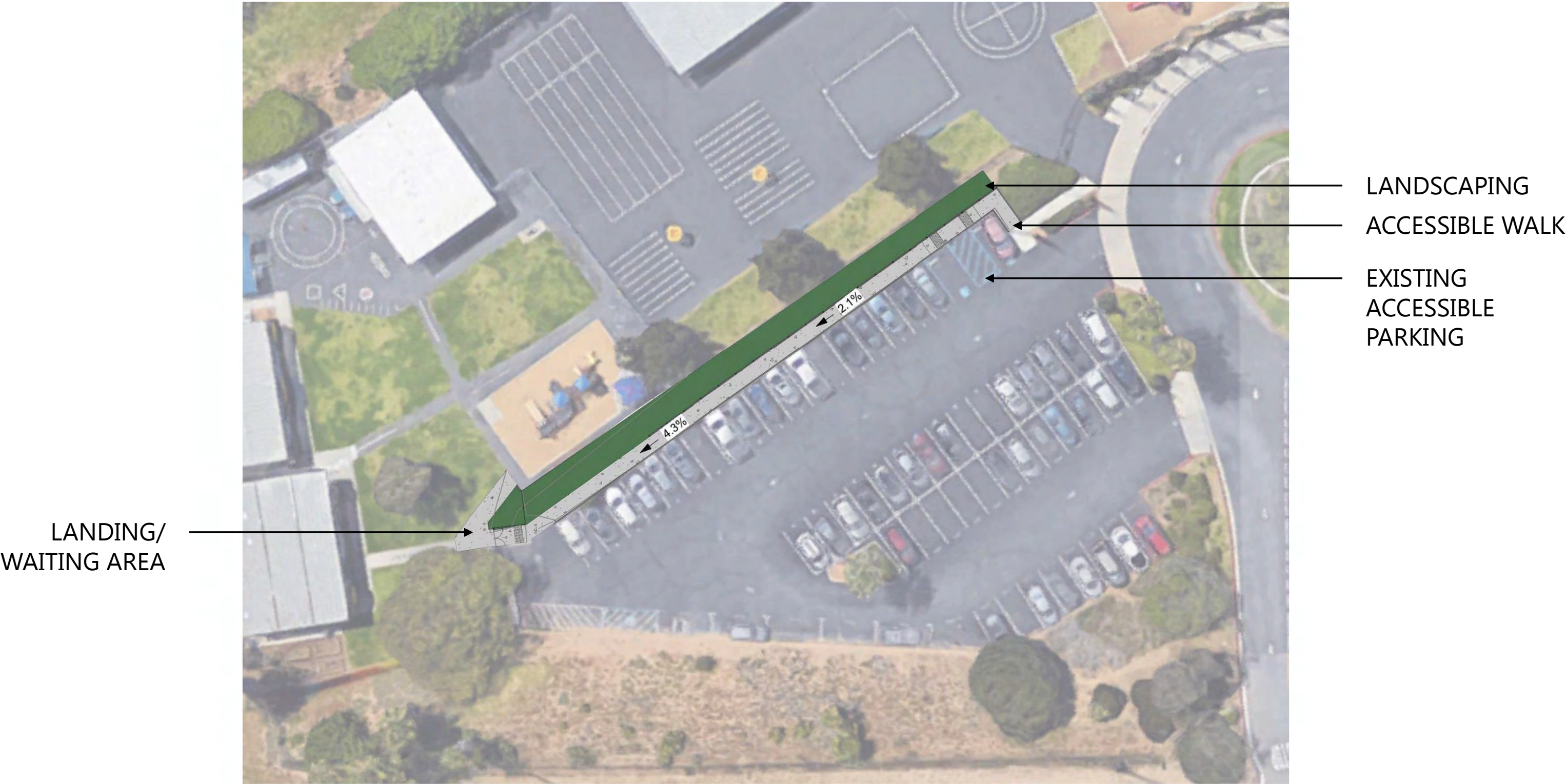
Attachments:
Olivewood
Palmer Way

OVERALL SITE PLAN

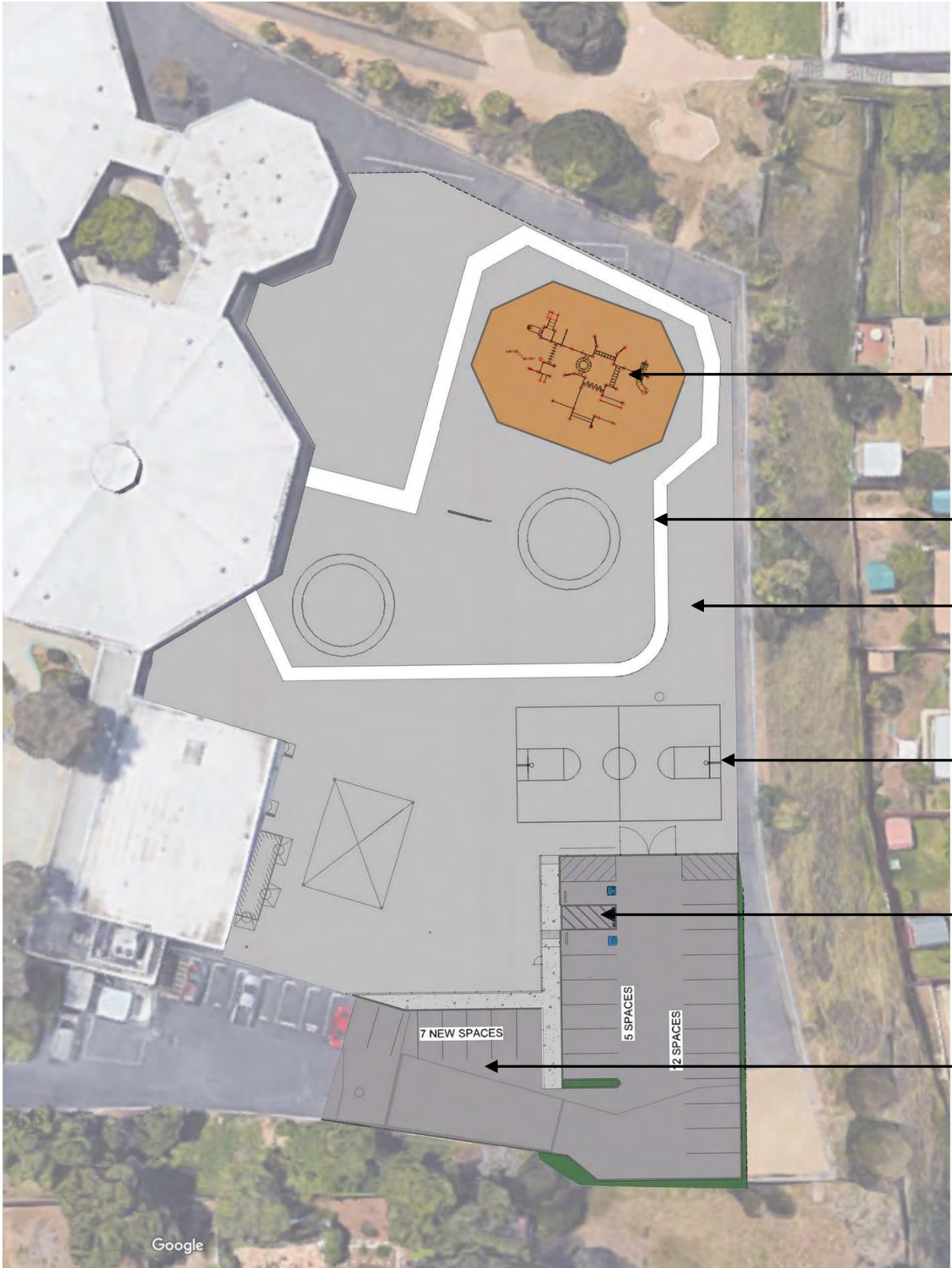


PALMER WAY SCHOOL
PARKING PRESENTATION

**PARKING LOT A
ENLARGED SITE PLAN**



**PARKING LOT B
ENLARGED SITE PLAN**



NEW PLAY EQUIPMENT

NEW TRICYCLE PATH

RESURFACE AND
RESTRIPE

RELOCATE BASKETBALL
COURT

ACCESSIBLE PARKING
(2 SPACES)

NEW PARKING
(24 SPACES)

OVERALL SITE PLAN

SCHOOL ACCESS

STREET ACCESS

NEW PARKING



**PARKING LOT A
ENLARGED SITE PLAN**

LANDSCAPE
EXISTING PATH
DROP OFF
STREET ACCESS

NEW GATE
ACCESSIBLE
WALKWAY
NEW WALK/
WAITING
FIELD ACCESS/
GATE
FENCE
PARKING

LANDSCAPE



August 8, 2018

Agenda Item: **16.C. Award Contract #CT3510 for Fresh Pizza Delivery Service to Little Caesar's, Inc., for pizza delivery service for the 2018-2019 school year.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Fresh Pizza Delivery Service is a program that presents a special day each month for every child to have a fresh slice of pizza prepared from scratch. The ingredients are the same as is used in retail sales except for the crust. For nutrition purposes, all fresh pizza delivered to the District schools for school lunches are made with whole wheat crust.

Comments: A Request for Quotes (RFQ) was released on June 25, 2018. Copies of the RFQ were delivered to the Pizza Hut, Domino's, Papa John's, and Little Caesars. Quotes were received from Little Caesar's and Papa John's.
Quotes were opened on July 9, 2018. The District received two quotes for this contract:

- Little Caesar's, Inc \$22,762.00
- Papa John's, Inc \$28,082.00

The District requires a minimum of three references for each vendor.

Recommended Motion: Award Contract #CT3510 for Fresh Pizza Delivery Service to Little Caesar's, Inc., for pizza delivery service for the 2018-2019 school year.

Financial Impact: Contract Cost: Not to exceed \$22,762.00
Additional Staffing Costs: \$0
Other Costs: \$0
One time cost
Cafeteria Fund

Attachments:
CT3510



Fresh Pizza Delivery Service Request for Quotes

June 25, 2018

**National School District
1500 N Avenue
National City, CA 91950**

Request for Quotes

The National School District requests quotes for pizza delivery service to its school sites during the 2018-2019 school year. Qualified vendors are invited to submit quotes in accordance with the instructions in the document. This contract will be for described and proposed goods and services within this Request for Quotes (RFQ) which cover the period between July 1, 2018 to June 30, 2019.

NSD may enter into a minimum of one-year term with up to three (3) additional one-year options to renew annually for contracts(s) awarded under this RFQ pending review of any annual price increases enacted by Vendor.

Information for Vendors

1. Preparation of Quote Form

The District invites quotes on the attached form to be submitted by qualified Vendors to the Child Nutrition Services Department at 1500 N Avenue in National City, California, not later than **9:00 AM on July 9, 2018**. Quotes shall only be prepared using copies of the Quote Forms that are included in the Contract Documents. The use of substitute quote forms other than clear and correct photocopies of those provided by the District will not be permitted. All blanks in the quote form must be appropriately filled in.

Questions regarding this Request for Quotes should be made to Jon Hansen, Director of Business Support Services at 619-336-7735 or jhansen@nsd.us.

2. Faxed and Electronic Mail Quotes

All quotes must be under sealed cover. District will not accept any quotes submitted by facsimile or electronic mail transmission.

3. Signing of Quotes

All Quotes submitted shall be executed by the Vendor or its authorized representative.

4. Modifications

Each Vendor shall submit its Quote in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Quote may render it non-responsive and may cause its rejection. Vendors shall neither delete, modify, nor supplement the printed matter on the Quote Forms, nor make substitutions thereon.

5. Erasures/Mutilation of Quote Documents

The quote submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the quote.

6. Addenda

The District reserves the right to revise the Contract Documents prior to the quote opening date. Revisions, if any, shall be made by written Addendum. All addendums issued by the District shall be included in the quote and made part of the Contract Documents. If the District issues an Addendum which includes material changes to the RFQ less than 72 hours prior to the deadline for submission of quotes, the District will extend the deadline for submission of quotes. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the quote submission date. Each prospective Vendor shall provide District a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the Vendor. That information shall be sent to jhansen@nsd.us. Copies of Addendum will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided

such current information.

Please Note: Vendors are responsible for ensuring that they have received any and all Addenda. To this end, each Vendor should contact the Child Nutrition Services Department to verify that he/she has received all Addenda issued, if any, prior to the quote opening.

The District will not be responsible for any explanations or interpretations provided in any other manner than written Addendum. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Vendor, and no Vendor should rely on any such oral interpretation.

Each Vendor, by making his quote represents that he has read and understands the Contract and Quote Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, the successful Vendor (Vendor) shall secure the payment of compensation to his employees. Vendor shall sign and file with District the Worker's Compensation certification included with the contract documents.

8. Immigration Reform and Control Act

The Vendor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the Vendor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Vendor's failure to comply strictly with the IRCA.

9. Filing of Protests

Vendors may file a "protest" of a Quote with the District's Director of Business Support Services. In order for a Vendor's protest to be considered for review, the protest must;

- a. Be filed in writing within five (5) calendar days after the quote opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific District staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest and time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is properly submitted, the District's Director of Business Support Services, or other designated District staff member shall review the basis of the protest and all relevant information. The Director of Business Support Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Business Support Services to the Assistant Superintendent of Business Services.

10. Submission of Sealed Quotes

Documents to be submitted at the due time and date are the completed Quote Proposal Form, the List of References as specified, and the Certification of Labor Code Section 1861. They are to be submitted to the Child Nutrition Services office at 1500 N Avenue, National City, California. No oral or telephonic quotes will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also

contain the following in the lower left-hand corner thereof:

(Vendor's Name)
For Fresh Pizza Delivery Service

11. Delivery and Opening of Quotes

Quotes will be received by the District at the Child Nutrition Services office, 1500 N Avenue, National City, up to **9:00 AM on July 9, 2018**. The District will leave unopened any Quote received after the specified date and time, and any such unopened Quote will be returned to the Vendor. It is the Vendor's sole responsibility to ensure that its Quote is received as specified. Quotes may be submitted earlier than the dates(s) and time(s) indicated. District reserves the right to reject any or all Quotes and to waive any informality or irregularity in any Quote.

12. Award of Contract

The District reserves the right to reject any or all quote proposals, to contract work whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or no substantive irregularity as the interests of the District may require.

The District reserves the right to award any one item by line item or by lots, and in any combination as is deemed to be in the best interest of the District.

Vendor will be selected on a variety of criteria including price quote, pizza quality, reliability, local capacity, service and ability to comply with USDA guidelines for food served in schools.

13. Rejection of Quotes

The District reserves the right to reject this quote in whole or in part; to waive informalities in the quotes, and that this quote shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this quote.

14. Previous Performance

Vendors are advised that the District reserves the right to reject a quote from a Vendor that cannot demonstrate the ability to provide the necessary products and services required under this agreement.

Service is a factor in the award of this quote. A Vendor's recent delivery and performance under any previous or existing contracts will be examined. Poor performance may be cause for disqualifying a Vendor for any section or item in this quotation.

15. Taxes

Unless otherwise specified, taxes shall not be included in the quote process. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school Districts.

16. Prices

Prices should be stated in the units specified and Vendors should quote each item separately. The District will not pay shipping, handling or fuel surcharges.

17. Container and Delivery Costs

All costs for containers shall be borne by the Vendor. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery. It is understood that the Vendor agrees to deliver with all transportation charges prepaid. All costs for delivery, drayage, or freight, or for the packing of said articles, are to be borne by the Vendor unless otherwise stated.

18. Quantities

The quantities shown are approximate. The actual quantities required may be substantially more or less than indicated herein. Quotes that require minimum purchases will not be accepted.

19. References

Vendors will submit a list of references that includes a minimum of two school districts. The list must be type written and include the name of the organization, a contact person, a contact person's phone number, the organization's address, and the date range of the service provided.

20. Inspection of Facilities

The National School District reserves the right to inspect the facilities of the Vendor prior to award of the quote. If the representative(s) of the District determine that after such inspection that the Vendor is not capable of performance satisfactory to the District, his quotation will not be considered.

GENERAL CONDITIONS

1. Packaging

Pizza delivery boxes must be sturdy cardboard. They must not collapse when stacked for delivery, or from moisture from cooked pizza product. Delivery must be made in thermal delivery bags.

2. Specifications

Pizza must be whole wheat crust which meets or exceeds the USDA specification for foods provided for school lunches. The portions of dough, sauce, mozzarella cheese, and pepperoni provided under this contract must be the equivalent of the Retail product sold by the vendor. The pizza size must be 14" and cut in eight equal slices.

3. Inferior Product

The Vendor agrees to permit inspection of the products by a representative of the District's Child Nutrition Services Department with the right of rejection of inferior product. The District's tolerance level of defective product is 0%.

4. Nutrition Information

Detailed and accurate nutritional information is necessary for some items to be used in the District's Child Nutrition Services program. The Vendor must provide a Product Formulation Statement for Meat/Meat Alternate and a Product Formulation Statement for Grains, as well as a full product specification sheet complete with nutritional information and the ingredients. These documents must be provided with the quote.

5. Delivery Requirements

The Vendor agrees to furnish and deliver within the time specified by the District, upon request of the Director of Business Support Services of said District, the items which may be awarded to the Vendor, in such amounts and quantities as the District may prescribe.

The Vendor will be required to make direct deliveries to all District cafeterias between at pre-arranged times just prior to lunch service (typically between 10:30 AM and 11:30 AM depending on the location). Vendor will make one delivery to each school site every month. The Kitchen manager for the school site will call in the order, or communicate in another agreed upon manner one day before each delivery is to be made. The District may modify an order (increased or decreased) by 9:00 AM the morning of any scheduled lunchtime delivery.

The District cafeteria locations are listed in Appendix A. The District reserves the right to make additions to, or deletions from, the list of cafeterias to be served at any time during the period of the contract, and revise delivery times as required.

Vendor's employees shall use extreme caution while driving motor vehicles on school property.

Smoking is not permitted on District property at any time.

Vendor personnel are not permitted to interact with students at any time.

6. Invoicing and Billing Periods

The billing period shall begin on the first day of each month and shall end on the last day of each month.

Monthly Invoices are to indicate product, location of delivery, date of delivery, and number of units delivered in order to qualify for payment. Site receipts should accompany all pizza deliveries. Monthly Invoices shall be sent to Child Nutrition Services Department, 1500 N Avenue, National City, CA 91950.

7. Purchase Out of Contract

The District reserves the right to purchase similar items from other sources.

8. Insurance

The Vendor shall procure and maintain:

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Vendors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate. Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to District, members or District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, individually and collectively, as additional insurers.

Workers Compensation: required for all Vendors including employers' liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.

Automobile Liability: In an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

9. Lowest Price

Vendor agrees to give the National School District the priced quoted on the Quote Form, or if less, the lowest price given the other school Districts in San Diego County serviced by the Vendor through the period covered by the quotation.

10. Food Security and Safety

Vendor will adhere to all applicable health regulations at all times. At the time of quote opening and throughout the term of the contract food Vendors and suppliers must be approved and licensed by the appropriate governmental and administrative authorities, which regulate the production, transport and public health standards of the food product.

Vendor shall make available to the District, as requested, copies of health permits and inspection reports for Vendor facilities and all processors providing product delivered to the District. Vendor shall have a food safety and security plan in place.

QUOTE PROPOSAL FORM

National Elementary School District
Child Nutrition Services
1500 'N' Avenue
National City, CA 919510

RE: Quote Proposal for Fresh Pizza Delivery Service

TO: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Information for Vendors, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the quote package for the above-referenced quote, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said quote package. The entire quote package is submitted, together with this Quote Proposal Form.

	Price Per Pizza	Estimated Annual Usage	Extended Quote
Price per large (14") Cheese Pizza	\$_____	800	_____
Price per large (14") Pepperoni Pizza	\$_____	3000	_____

Name of Company _____

Legal Status _____
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Address _____

Authorized Representative: _____

Signature

Name (print or type)

Title

Date: _____

Telephone: _____ Fax: _____

E-mail: _____

CERTIFICATION
LABOR CODE – SECTION 1861

I, the undersigned Vendor, am aware for the provisions of the Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

VENDOR:

Name of Vendor: _____

By: _____
(Signature)

Name

Title

Date

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the National School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Vendor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS

The complete contract consists of the following documents: The Information for Vendors, The General Conditions, the Quote Proposal Form, the Certification of Labor Code Section 1861, and the Contract Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

2. THE MATERIALS AND SUPPLIES

The Vendor agrees to furnish the item or items of the stated quote listed herein and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3. TERMINATION FOR BREACH

If the said Vendor falls or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

5. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump-sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

6. HOLD HARMLESS

The Vendor agrees to save harmless, defend, and to indemnify the Owner from every claim of demand, which may be made by reason of:

- a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation directly, or indirectly employed by his upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work, the Vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

7. THE DISTRICT'S INSPECTOR

All items shall be subject to the inspection of the ordering District representative. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

8. REMOVAL OF REJECTED ITEMS

All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

9. DELAY DUE TO UNFORESEEN OBSTACLES

The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

10. ASSIGNMENT OF CONTRACT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

11. ATTORNEYS' FEES

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

12. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.

11. PERMITS AND LICENSES REQUIRED OF THE VENDOR

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

12. **CONDITIONAL QUOTE**

The District reserves the right to reject any quote which imposes conditions, or terms, on purchases, which were not specified in the original quote document.

13. **CONTRACT EXTENSION**

The Governing Board reserves the right to award this contract for one and/or two additional years, provided all original conditions have been met to the satisfaction of the District.

14. **COMPONENT PARTS OF THE CONTRACT.**

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- | | |
|--|--|
| Information for Vendors | General Conditions |
| Quote Form, as accepted | Appendix A |
| Quote Proposal Form | List of References |
| Agreement | Addenda Numbers _____, _____, _____, as issued |
| Vendor's Certificate Regarding Workers' Compensation | |

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

VENDOR:

DISTRICT: National School District

By _____

By _____

Printed Name of Authorized Signatory

Printed Name of Authorized Signatory

Its _____

Governing Board Date _____

(Corporate Seal)

This page intentionally left blank

Appendix A

NATIONAL SCHOOL DISTRICT

District Office

**1500 N Avenue
National City, CA 91950**

CENTRAL SCHOOL

933 'E' Avenue.
National City, CA 91950

LINCOLN ACRES SCHOOL

2200 Lanoitan Avenue
National City, CA 91950

EL TOYON SCHOOL

2000 E. Division Street
National City, CA 91950

OLIVEWOOD SCHOOL

2505 'F' Avenue
National City, CA 91950

IRA HARBISON SCHOOL

3235 E. 8th Street
National City, CA 91950

JOHN OTIS SCHOOL

621 E. 18th Street
National City, CA 91950

KIMBALL SCHOOL

302 W. 18th Street
National City, CA 91950

PALMER WAY SCHOOL

2900 Palmer Street
National City, CA 91950

LAS PALMAS SCHOOL

1900 E. 18th Street
National City, CA 91950

RANCHO DE LA NACIÓN

1830 E. Division Street
National City, CA 91950

August 8, 2018

Agenda Item: **16.D. Award Contract #CT3511 for Fresh Bread Products to Galasso's Bakery for fresh bread delivery service for the 2018-2019 school year.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Fresh bread is a key component of many menu items offered to students in the District's breakfast and lunch programs. The bread products are all whole grain, and meet or exceed USDA guidelines for school meal programs.

Comments: There are only two bakeries in San Diego County currently servicing school districts in this area. A Request for Quotes (RFQ) was released on June 25, 2018. Copies of the RFQ were delivered to the Galasso's Bakery and S&S Bakery. Quotes were received from both. Quotes were opened on July 9, 2018. The District received two quotes for this contract:

- Galasso's Bakery \$44,861.05
- S&S Bakery \$49,269.75

Recommended Motion: The District requires a minimum of three references for each vendor.
Award Contract #CT3511 for Fresh Bread Products to Galasso's Bakery for fresh bread delivery service for the 2018-2019 school year.

Financial Impact: Contract costs: Not to exceed \$44,861.05
Additional Staffing Costs: \$0
Other Costs: \$0
One time cost
Cafeteria Fund

Attachments:
CT3511



Fresh Bread Products Request for Quotes

June 25, 2018

**National School District
1500 N Avenue
National City, CA 91950**

Request for Quotes

The National School District requests quotes for Fresh Bread Products with delivery to its school sites during the 2018-2019 school year. Qualified vendors are invited to submit quotes in accordance with the instructions in the document. This contract will be for described and proposed goods and services within this Request for Quotes (RFQ) which cover the period between July 1, 2018 to June 30, 2019.

NSD may enter into a minimum of one-year term with up to three (3) additional one-year options to renew annually for contracts(s) awarded under this RFQ pending review of any annual price increases enacted by Vendor.

Information for Vendors

1. Preparation of Quote Form

The District invites quotes on the attached form to be submitted by qualified Vendors to the Child Nutrition Services Department at 1500 N Avenue in National City, California, not later than **9:00 AM on July 9, 2018**. Quotes shall only be prepared using copies of the Quote Forms that are included in the Contract Documents. The use of substitute quote forms other than clear and correct photocopies of those provided by the District will not be permitted. All blanks in the quote form must be appropriately filled in.

Questions regarding this Request for Quotes should be made to Jon Hansen, Director of Business Support Services at 619-336-7735 or jhansen@nsd.us.

2. Faxed and Electronic Mail Quotes

All quotes must be under sealed cover. District will not accept any quotes submitted by facsimile or electronic mail transmission.

3. Signing of Quotes

All Quotes submitted shall be executed by the Vendor or its authorized representative.

4. Modifications

Each Vendor shall submit its Quote in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Quote may render it non-responsive and may cause its rejection. Vendors shall neither delete, modify, nor supplement the printed matter on the Quote Forms, nor make substitutions thereon.

5. Erasures/Mutilation of Quote Documents

The quote submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the quote.

6. Addenda

The District reserves the right to revise the Contract Documents prior to the quote opening date. Revisions, if any, shall be made by written Addendum. All addendums issued by the District shall be included in the quote and made part of the Contract Documents. If the District issues an Addendum which includes material changes to the RFQ less than 72 hours prior to the deadline for submission of quotes, the District will extend the deadline for submission of quotes. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the quote submission date. Each prospective Vendor shall provide District a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the Vendor. That information shall be sent to jhansen@nsd.us. Copies of Addendum will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided

such current information.

Please Note: Vendors are responsible for ensuring that they have received any and all Addenda. To this end, each Vendor should contact the Child Nutrition Services Department to verify that he/she has received all Addenda issued, if any, prior to the quote opening.

The District will not be responsible for any explanations or interpretations provided in any other manner than written Addendum. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Vendor, and no Vendor should rely on any such oral interpretation.

Each Vendor, by making his quote represents that he has read and understands the Contract and Quote Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, the successful Vendor (Vendor) shall secure the payment of compensation to his employees. Vendor shall sign and file with District the Worker's Compensation certification included with the contract documents.

8. Immigration Reform and Control Act

The Vendor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the Vendor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Vendor's failure to comply strictly with the IRCA.

9. Filing of Protests

Vendors may file a "protest" of a Quote with the District's Director of Business Support Services. In order for a Vendor's protest to be considered for review, the protest must;

- a. Be filed in writing within five (5) calendar days after the quote opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific District staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest and time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is properly submitted, the District's Director of Business Support Services, or other designated District staff member shall review the basis of the protest and all relevant information. The Director of Business Support Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Business Support Services to the Assistant Superintendent of Business Services.

10. Submission of Sealed Quotes

Documents to be submitted at the due time and date are the completed Quote Proposal Form, the List of References as specified, and the Certification of Labor Code Section 1861. They are to be submitted to the Child Nutrition Services office at 1500 N Avenue, National City, California. No oral or telephonic quotes will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also

contain the following in the lower left-hand corner thereof:

(Vendor's Name)
For Fresh Bread Products

11. Delivery and Opening of Quotes

Quotes will be received by the District at the Child Nutrition Services office, 1500 N Avenue, National City, up to **9:00 AM on July 9, 2018**. The District will leave unopened any Quote received after the specified date and time, and any such unopened Quote will be returned to the Vendor. It is the Vendor's sole responsibility to ensure that its Quote is received as specified. Quotes may be submitted earlier than the dates(s) and time(s) indicated. District reserves the right to reject any or all Quotes and to waive any informality or irregularity in any Quote.

12. Award of Contract

The District reserves the right to reject any or all quote proposals, to contract work whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or no substantive irregularity as the interests of the District may require.

The District reserves the right to award any one item by line item or by lots, and in any combination as is deemed to be in the best interest of the District.

Vendor will be selected on a variety of criteria including price quote, bread quality, reliability, local capacity, service and ability to comply with USDA guidelines for food served in schools.

13. Rejection of Quotes

The District reserves the right to reject this quote in whole or in part; to waive informalities in the quotes, and that this quote shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this quote.

14. Previous Performance

Vendors are advised that the District reserves the right to reject a quote from a Vendor that cannot demonstrate the ability to provide the necessary products and services required under this agreement.

Service is a factor in the award of this quote. A Vendor's recent delivery and performance under any previous or existing contracts will be examined. Poor performance may be cause for disqualifying a Vendor for any section or item in this quotation.

15. Taxes

Unless otherwise specified, taxes shall not be included in the quote process. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school Districts.

16. Prices

Prices should be stated in the units specified and Vendors should quote each item separately. The District will not pay shipping, handling or fuel surcharges.

17. Container and Delivery Costs

All costs for containers shall be borne by the Vendor. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery. It is understood that the Vendor agrees to deliver with all transportation charges prepaid. All costs for delivery, drayage, or freight, or for the packing of said articles, are to be borne by the Vendor unless otherwise stated.

18. Quantities

The quantities shown are approximate. The actual quantities required may be substantially more or less than indicated herein. Quotes that require minimum purchases will not be accepted.

19. References

Vendors will submit a list of references that includes a minimum of two school districts. The list must be type written and include the name of the organization, a contact person, a contact person's phone number, the organization's address, and the date range of the service provided.

20. Inspection of Facilities

The National School District reserves the right to inspect the facilities of the Vendor prior to award of the quote. If the representative(s) of the District determine that after such inspection that the Vendor is not capable of performance satisfactory to the District, his quotation will not be considered.

GENERAL CONDITIONS

1. Packaging

Bread products must be delivered in packaging that is standard for the industry, packaged in accordance with the Quote Form quantities for each product (i.e. one dozen rolls per package).

2. Specifications

Bread products must be whole wheat which meets or exceeds the USDA specification for foods provided for school lunches.

3. Inferior Product

The Vendor agrees to permit inspection of the products by a representative of the District's Child Nutrition Services Department with the right of rejection of inferior product. The District's tolerance level of defective product is 0%.

4. Nutrition Information

Detailed and accurate nutritional information is necessary for some items to be used in the District's Child Nutrition Services program. The Vendor must provide a Product Formulation Statement for Meat/Meat Alternate and a Product Formulation Statement for Grains, as well as a full product specification sheet complete with nutritional information and the ingredients. These documents must be provided with the quote.

5. Delivery Requirements

Deliveries will be made to each of ten (10) school sites twice each week (20 deliveries) on an alternating schedule (to be arranged) throughout the week.

The District cafeteria locations are listed in Appendix A. The District reserves the right to make additions to, or deletions from, the list of cafeterias to be served at any time during the period of the contract, and revise delivery times as required.

Vendor's employees shall use extreme caution while driving motor vehicles on school property.

Smoking is not permitted on District property at any time.

Vendor personnel are not permitted to interact with students at any time.

6. Invoicing and Billing Periods

The billing period shall begin on the first day of each month and shall end on the last day of each month.

Monthly Invoices are to indicate product, location of delivery, date of delivery, and number of units delivered in order to qualify for payment. Site receipts should accompany all pizza deliveries. Monthly Invoices shall be sent to Child Nutrition Services Department, 1500 N Avenue, National City, CA 91950.

7. Purchase Out of Contract

The District reserves the right to purchase similar items from other sources.

8. Insurance

The Vendor shall procure and maintain:

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Vendors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate. Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to District, members or District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, individually and collectively, as additional insurers.

Workers Compensation: required for all Vendors including employers' liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.

Automobile Liability: In an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

9. Lowest Price

Vendor agrees to give the National School District the priced quoted on the Quote Form, or if less, the lowest price given the other school Districts in San Diego County serviced by the Vendor through the period covered by the quotation.

10. Food Security and Safety

Vendor will adhere to all applicable health regulations at all times. At the time of quote opening and throughout the term of the contract food Vendors and suppliers must be approved and licensed by the appropriate governmental and administrative authorities, which regulate the production, transport and public health standards of the food product.

Vendor shall make available to the District, as requested, copies of health permits and inspection reports for Vendor facilities and all processors providing product delivered to the District. Vendor shall have a food safety and security plan in place.

QUOTE PROPOSAL FORM

National Elementary School District
Child Nutrition Services
1500 'N' Avenue
National City, CA 919510

RE: Quote Proposal for Fresh Bread Products

TO: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Information for Vendors, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the quote package for the above-referenced quote, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said quote package. The entire quote package is submitted, together with this Quote Proposal Form.

Item	Unit Price	Usage	Extended Price
T-Biscuit, White Whole Wheat (1 Dozen), 1 oz each		35 bags	
Pullman Bread, White Whole Wheat, 1.5 lb/24 slices		1,500 loaves	
Hamburger Bun, White Whole Wheat, 4", 2 oz each,(1 Dozen)		9,370 bags	
Hot Dog Bun, White Whole Wheat, 6", 2 oz each (1 Dozen)		4,100 bags	
Dinner Roll, White Whole Wheat, 1 oz, (1 dozen)		12,000 bags	
Total Quote			

Name of Company _____

Legal Status _____
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Address _____

Authorized Representative: _____
Signature

Name (print or type)

Title

Date: _____

Telephone: _____ Fax: _____

E-mail: _____

CERTIFICATION
LABOR CODE – SECTION 1861

I, the undersigned Vendor, am aware for the provisions of the Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

VENDOR:

Name of Vendor: _____

By: _____
(Signature)

Name

Title

Date

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the National School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Vendor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS

The complete contract consists of the following documents: The Information for Vendors, The General Conditions, the Quote Proposal Form, the Certification of Labor Code Section 1861, and the Contract Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

2. THE MATERIALS AND SUPPLIES

The Vendor agrees to furnish the item or items of the stated quote listed herein and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3. TERMINATION FOR BREACH

If the said Vendor falls or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

5. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump-sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

6. HOLD HARMLESS

The Vendor agrees to save harmless, defend, and to indemnify the Owner from every claim of demand, which may be made by reason of:

- a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation directly, or indirectly employed by his upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work, the Vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

7. THE DISTRICT'S INSPECTOR

All items shall be subject to the inspection of the ordering District representative. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

8. REMOVAL OF REJECTED ITEMS

All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

9. DELAY DUE TO UNFORESEEN OBSTACLES

The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

10. ASSIGNMENT OF CONTRACT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

11. ATTORNEYS' FEES

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

12. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.

11. PERMITS AND LICENSES REQUIRED OF THE VENDOR

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be

in accordance with the law.

12. **CONDITIONAL QUOTE**

The District reserves the right to reject any quote which imposes conditions, or terms, on purchases, which were not specified in the original quote document.

13. **CONTRACT EXTENSION**

The Governing Board reserves the right to award this contract for one and/or two additional years, provided all original conditions have been met to the satisfaction of the District.

14. **COMPONENT PARTS OF THE CONTRACT.**

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Information for Vendors
Quote Form, as accepted
Quote Proposal Form
Agreement
Vendor's Certificate Regarding Workers' Compensation

General Conditions
Appendix A
List of References
Addenda Numbers _____, _____, _____, as issued

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

VENDOR:

DISTRICT: National School District

By _____

By _____

Printed Name of Authorized Signatory

Printed Name of Authorized Signatory

Its _____

Governing Board Date _____

(Corporate Seal)

This page intentionally left blank

Appendix A

NATIONAL SCHOOL DISTRICT

District Office

**1500 N Avenue
National City, CA 91950**

CENTRAL SCHOOL

933 'E' Avenue.
National City, CA 91950

LINCOLN ACRES SCHOOL

2200 Lanoitan Avenue
National City, CA 91950

EL TOYON SCHOOL

2000 E. Division Street
National City, CA 91950

OLIVEWOOD SCHOOL

2505 'F' Avenue
National City, CA 91950

IRA HARBISON SCHOOL

3235 E. 8th Street
National City, CA 91950

JOHN OTIS SCHOOL

621 E. 18th Street
National City, CA 91950

KIMBALL SCHOOL

302 W. 18th Street
National City, CA 91950

PALMER WAY SCHOOL

2900 Palmer Street
National City, CA 91950

LAS PALMAS SCHOOL

1900 E. 18th Street
National City, CA 91950

RANCHO DE LA NACIÓN

1830 E. Division Street
National City, CA 91950

August 8, 2018

Agenda Item: **16.E. Award Contract #CT3512 for Bid #18-19-181 to West Coast Arborists, Inc., for Tree Trimming and Removal.**

Speaker: Christopher Carson, Assistant Superintendent of Business Services

Quick Summary / Abstract: This project will allow for much needed tree trimming throughout the school district. Tree trimming is necessary for the safety of the District community as well as the health of the trees. There are a large number of trees in need of trimming as identified by the Maintenance, Operations, and Facilities Department. Additionally, there are trees needing removal for various reasons.

Comments: Bids were publicly opened on July 20, 2018. The District received one bid for this contract:

- West Coast Arborist, Inc. \$64,530.00

The District requires a minimum of three references for each bidder. All references for the low bidder were checked. West Coast Arborist is the lowest responsive bidder.

Recommended Motion: Award Contract #CT3512 for Bid #18-19-181 to West Coast Arborists, Inc., for Tree Trimming and Removal.

Financial Impact: Contract costs: Not to exceed \$64,530.00
Additional Staffing Costs: \$0
Other Costs: \$0
One time cost
General Fund

Attachments:
CT3512

CONTRACT AGREEMENT CT3512

THIS AGREEMENT, made this 9th day of August in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and West Coast Arborists, Inc., hereinafter called the Contractor,

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

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

TREE TRIMMING AND REMOVAL BID 18-19-181

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

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed from August 22, 2018 through July 20, 2019, as scheduled with the Director of Maintenance, Operations, and Facilities. (b) In entering into this Agreement, Contractor acknowledges and agrees that the project duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: Sixty Four Thousand, Five Hundred Thirty Dollars (\$64,530.00), the following amounts stipulated in the bid.

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

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

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

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

CONTRACTOR:

License No. _____

By _____

Its _____

(Corporate Seal)

DISTRICT:

National School District

By _____

Its _____

Governing Board Date _____

August 8, 2018

Agenda Item: **16.F. Authorize the Assistant Superintendent of Business Services to advertise for E-Rate Telecommunication Services-Data Circuits.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The E-Rate application process requires that districts identify their E-Rate eligible technology needs and then follow accepted procurement procedures to ultimately award contracts to service providers. This authorization will allow the National School District to comply with these regulations of the E-Rate Program, and of the State of California.

Comments: These services cover the the District's wide area fiber-optic network connections to the internet and between schools for all District sites including the District Office, Preschool and the Family Resource Center.

E-Rate is a program administered by the Universal Services Administrative Company (USAC) under the Federal Communications Commission (FCC). This program provides discounts to schools and libraries in the United States on internet and phone access.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for E-Rate Telecommunication Services-Data Circuits.

Financial Impact: Contract costs: Not to exceed \$600
Additional Staffing Cost: \$0
Other Cots: \$0
One-Time Cost
General Fund

August 8, 2018

Agenda Item: **16.G. Accept Gifts**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$4,520.00 from El Toyon Teachers to El Toyon School for classroom materials, fieldtrips, trainings, and snacks and treats.
2. \$1.00 from Box Tops for Education to Kimball School for any school needs.
3. \$1,000.00 from Mission Federal Credit Union to National School District for breakfast for the All Staff Event.

Quick Summary / Abstract:

- El Toyon Teachers have an interest in supporting youth.
- Box Tops for Education is one of the nation's largest school fundraising loyalty programs.
- Mission Federal Credit Union is a community partner with an interest in supporting local youth.

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

August 8, 2018

Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **17.A. Discuss potential revisions and updates to Board policies.**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Following discussion at the May 9, 2018 Board meeting, Governing Board members requested that the following Board policies/topics be brought forward for discussion:

- BB 9250– Remuneration, Reimbursement and Other Benefits
- Wellness/Festivals (Possibly coinciding with BP 5030)
- School Talent Shows (Possibly coinciding with BP 5131 or 5137)
- School Promotion Ceremonies

Comments: A workshop was scheduled for the July 11, 2018 Board meeting, however was deferred for a future Board meeting to allow for input of all Board members. As a result of this discussion, the Governing Board will direct staff in outlining potential revisions and updates to Board policies to be presented for first reading at a future meeting.

A critical role for Governing Boards is to regularly, set, review and update District policies. The National School District has just completed a comprehensive review of all of its policies.

Specifically, the Board would like to discuss member attendance at special board meetings, wellness policy alignment to district events and festivals, and establishment of guidelines for school talent shows.

August 8, 2018

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

August 8, 2018

Agenda Item: **19. ADJOURNMENT**