



Governing Board Agenda

August 22, 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 22, 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

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 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Principal

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Lincoln Acres School students.

Raymond Ruiz, Principal,
Lincoln Acres

9.B. Recognize Mrs. Luisa Lopez, Lincoln Acres School, as the National School District Volunteer of the Month for August 2018.

Raymond Ruiz, Principal,
Lincoln Acres

9.C. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

Maria Betancourt-
Castañeda, Board

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.

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 August 8, 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

12.C.IV. Approve the appointment of the attached as PAR Council Members for the 2018-2019 school year.

Leticia Hernandez,
Assistant Superintendent,
Human Services

12.D. Educational Services - None

Sharmila Kraft, Assistant
Superintendent,
Educational Services

12.E. Business Services - None

Christopher Carson,
Assistant Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Discuss nominations for CSBA Directors-at-Large.

Maria Betancourt-
Castañeda, Board
President

13.B. Discuss Board and District participation in the 2018 Maytime Band Review parade.

Maria Betancourt-
Castañeda, Board
President

14. POLICIES, REGULATIONS, BYLAWS

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

Leighangela Brady,
Superintendent

15. EDUCATIONAL SERVICES

15.A. Approve Contract #CT3517 for the Fleet Science Center to provide a weekly science-based after-school program at Rancho de la Nacion, El Toyon and Kimball Schools.

Sharmila Kraft, Assistant
Superintendent,
Educational Services

15.B. Approve Contract #CT3518 with Dr. Jill Weckerley for an Independent Educational Evaluation for student #3708625.

Sharmila Kraft, Assistant
Superintendent,
Educational Services

15.C. Approve contract #CT3519 with Dr. Andrea Weinberg for an Independent Speech & Language Evaluation for student #3708625.

Sharmila Kraft, Assistant
Superintendent,
Educational Services

15.D. Approve contract #CT3520 with Marjorie Block for an Independent Occupational Therapy Evaluation for student #3708625.

Sharmila Kraft, Assistant
Superintendent,
Educational Services

15.E. Approve contract between the National School District Governing Board and the San Diego County Office of Education, First 5 for the purpose of receiving funding for a preschool embedded coach during the fiscal year 2018-2019.

Sharmila Kraft, Assistant
Superintendent,
Educational Services

15.F. Conduct Public Hearing to discuss sufficiency of State-approved textbooks and instructional materials in National School District for the fiscal year 2018-2019.

Sharmila Kraft, Assistant
Superintendent,
Educational Services

15.G. Adopt Resolution #18-19.13 determining the sufficiency of Instructional materials in National School District for reading/language arts, mathematics, science,

Sharmila Kraft, Assistant
Superintendent,

and history/social science for the 2018-2019 school year, and approval of the District Educational Services adopted materials list.

16. HUMAN RESOURCES - None

Leticia Hernandez,
Assistant Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Accept the Actuarial Study for the National School District Other Post-Employment Benefits.

Christopher Carson,
Assistant Superintendent,
Business Services

17.B. Discuss transportation schedules, impacts, and potential solutions.

Christopher Carson,
Assistant Superintendent,
Business Services

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

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

Agenda Item: **4. CLOSED SESSION**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54957:
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Title: Superintendent

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

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

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

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

Agenda Item:

8. ROLL CALL

Quick Summary /
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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Lincoln Acres School students.**

Speaker: Raymond Ruiz, Principal, Lincoln Acres
Board Member: Barbara Avalos

Quick Summary / Abstract: The students have learned about the Flint water crisis and have engineered a water filtration system to filter the lead in the water to help the citizens of Flint. The students presenting will talk about the crisis, the materials used for this activity, explain the process of gathering information for the purpose of good flow rate and lead levels. Based on their results, they worked on redesigning their filter system and the recommendations needed to help build an effective system.

Agenda Item:	9.B. Recognize Mrs. Luisa Lopez, Lincoln Acres School, as the National School District Volunteer of the Month for August 2018.
Speaker:	Raymond Ruiz, Principal, Lincoln Acres Board Member: Maria Dalla
Quick Summary / Abstract:	It has been the practice of the National School District to honor and recognize volunteers in the District.
Comments:	<p>We are very grateful to have Mrs. Lopez as part of our Lincoln Acres Community. For the past year she has been volunteering with PTA. Her daughter is currently a first grader. Her commitment is evident in all that she does at Lincoln Acres.</p> <p>In the short time I have been at Lincoln Acres, I soon became aware of her dedication as a volunteer. This year she has supported us with organizing school-wide picture day. She also volunteers in many different areas. She is also involved with Lincoln Acres Parent Patrol before and after school.</p> <p>Currently she has also been very supportive in her daughter's first grade classroom: such as, taking home projects, preparing homework folders, cutting out instructional materials, and laminating high frequency words for the class.</p> <p>We thank Mrs. Lopez for dedication and commitment to Lincoln Acres.</p>

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources
Board Member: Maria Betancourt-Castañeda

Quick Summary / Abstract: The employees on the attached list were approved at the August 8, 2018 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 8/22/18		
Name	Position	Location
1. Alicia Babadilla	Classroom Teacher	Olivewood School
2. Karla Diaz	Campus Student Supervisor	Lincoln Acres School
3. Guillermina Echeverria	Child Nutrition Services Assistant	El Toyon School
4. Laura Gallardo Posada	Campus Student Supervisor	Olivewood School
5. Evelyn Gutierrez	Classroom Teacher	Ira Harbison School
6. Olga Macias	Instructional Assistant – Special Education	Rancho de la Nación School
7. Lina Martinico	Classroom Teacher	Central School
8. Janet Ramsay	Classroom Teacher	Kimball School
9. Adela Rodgers	Classroom Teacher	Olivewood School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

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

Speaker: Maria Betancourt-Castañeda, Board President

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

Recommended
Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on August 8, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:
8/8/2018 Minutes

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

August 08, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:12 PM:

Present:

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

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda, called the public meeting to order at 3:30 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 3:30 p.m. to 6:11 p.m.

No action was taken in Closed Session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

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

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Mrs. Jocelyn Gomez took 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.

This item will be brought forward at a future meeting.

9.B. 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

Ms. Marisol Flores, parent, spoke regarding transportation.

Ms. Karen McMnus, community member, invited the board to participate in the Maytime Band Review parade.

11. AGENDA

11.A. Approve agenda.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

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

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

12.B. Administration

12.C. Human Resources

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

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

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

12.D. Educational Services

12.E. Business Services

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

13. GENERAL FUNCTIONS

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

Motion Passed: Adopt Resolution #18-19.11 regarding absence of Board Member Barbara Avalos due to illness Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

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

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

Motion Passed: Adopt Resolution #18-19.12 regarding absence of Board Member Alma Sarmiento due to illness Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

Yes Ms. Alma Sarmiento

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.

Motion Passed: Following discussion, 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, reflecting the new rate of \$210.73 Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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.

Motion Passed: Following discussion, Approve #CT3508 for Individual Service Agreement with Aseltine School to provide an educational program for student #3709915 for the 2018-19 school year Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Approve #CT3509 with Premier Healthcare Services, San Diego County Office of Education Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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.

Motion Passed: Following discussion, 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 Passed with a

motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14.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.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Approve contract #CT3506 with the California Reading and Literature Project, UC San Diego/San Diego Region Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Approve Memorandum of Understanding #CT3507 with Sanford Harmony, National University System Sanford Programs Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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.

Motion Passed: Following discussion, 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 2018-2019 Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14.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.

Motion Passed: Following discussion, 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 2018-2019 Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Approve Memorandum of Understanding with the National City Police Department for School Resource Officers for 2018-19 Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15. HUMAN RESOURCES

None

16. BUSINESS SERVICES

16.A. Presentation by BCK, LLC regarding the development an environmental stewardship plan for National School District.

Presentation by BCK Programs, LLC regarding the development and environmental stewardship plan for National School District.

16.B. Presentation and Discussion of Olivewood School and Palmer Way School Parking Lot Projects.

Mr. Christopher Carson gave a presentation on Olivewood and Palmer Way Schools parking lot projects.

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.

Motion Passed: Award Contract #CT3510 for Fresh Pizza Delivery Service to Little Caesar's, Inc., for pizza delivery service for the 2018-2019 school year Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Ms. Marisol Flores, parent, spoke regarding pizza ingredients.

16.D. Award Contract #CT3511 for Fresh Bread Products to Galasso's Bakery for fresh bread delivery service for the 2018-2019 school year.

Motion Passed: Award Contract #CT3511 for Fresh Bread Products to Galasso's Bakery for fresh bread delivery service for the 2018-2019 school year Passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, Award Contract #CT3512 for Bid #18-19-181 to West Coast Arborists, Inc., for Tree Trimming and Removal Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Authorize the Assistant Superintendent of Business Services to advertise for E-Rate Telecommunication Services-Data Circuits Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

16.G. Accept Gifts

Motion Passed: Accept Gifts Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. BOARD WORKSHOP

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

Prior to item 17.A:

At 8:02 p.m., Board President, Maria Betancourt-Castañeda called the meeting to a recess.

At 8:16 p.m., Board President, Maria Betancourt-Castañeda reconvened the public meeting.

Discussion of potential revisions and updates to Board policies.

18. BOARD/CABINET COMMUNICATIONS

Ms. Maria Dalla thanked everyone for staying at the meeting.

Mr. Brian Clapper shared that he visited Ira Harbison and gave kudos on how beautiful the school looks.

Ms. Barbara Avalos thanked everyone for staying at the meeting. She congratulated the new employees.

Dr. Leticia Hernandez welcomed the new employees. She thanked the board for working on the policies.

Dr. Sharmila Kraft thanked the board for working on the policies.

Dr. Leighangela Brady shared information on what the district is doing for immigrant families.

Ms. Maria Betancourt-Castañeda congratulated the new employees. She thanked everyone for staying at the meeting.

19. ADJOURNMENT

The meeting was adjourned at 9:31 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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 22, 2018****Name****Position****Effective Date****Placement****Funding
Source****Employment**

1. Marianne Loudermilk	Classroom Teacher 6.58 hours per day 185 days per year John Otis School	August 23, 2018	Class 1, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

2. Somer Bizzle	Technology Site Liaison Kimball School	2018 – 2019 school year	\$1000 per year	Site Funds
3. Lourdes Cabrales	English Learner Site Liaison John Otis School	2018 – 2019 school year	\$1000 per year	Site Funds
4. Kimberly Carnagey	50% Technology Site Liaison El Toyon School	2018 – 2019 school year	\$500 per year	Site Funds
5. Patricia Carrillo	English Learner Site Liaison El Toyon School	2018 – 2019 school year	\$1000 per year	Site Funds
6. Angela Franco	English Learner Site Liaison Kimball School	2018 – 2019 school year	\$1000 per year	Site Funds
7. Martha Garcia-Gallaga	English Learner Site Liaison Las Palmas School	2018 – 2019 school year	\$1000 per year	Site Funds
8. Jessica Gastelum	50% Technology Site Liaison Lincoln Acres School	2018 – 2019 school year	\$500 per year	Site Funds
9. Dalilah Gil-Dang	English Learner Site Liaison Lincoln Acres School	2018 – 2019 school year	\$1000 per year	Site Funds
10. Elizabeth Gonzalez	Technology Site Liaison John Otis School	2018 – 2019 school year	\$1000 per year	Site Funds
11. Betsy Johnson	Technology Site Liaison Las Palmas School	2018 – 2019 school year	\$1000 per year	Site Funds
12. Jackie Ma	50% Technology Site Liaison Lincoln Acres School	2018 – 2019 school year	\$500 per year	Site Funds
13. Kirsten Madueña	Technology Site Liaison Rancho de la Nación School	2018 – 2019 school year	\$1000 per year	Site Funds

14. Elizabeth McEvoy	50% Technology Site Liaison El Toyon School	2018 – 2019 school year	\$500 per year	Site Funds
15. Lucia Ortiz	50% English Learner Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds
16. Rochelle Rabin	50% Technology Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds
17. Yvonne San Martin-Vallejo	English Learner Site Liaison Ira Harbison School	2018 – 2019 school year	\$1000 per year	Site Funds
18. Aaron Schall	Technology Site Liaison Ira Harbison School	2018 – 2019 school year	\$1000 per year	Site Funds
19. Thao Vo	50% Technology Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds
20. Stacy Weber	Technology Site Liaison Las Palmas School	2018 – 2019 school year	\$1000 per year	Site Funds
21. Diana Whitaker	50% English Learner Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds

Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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Name

Position

Effective Date

Placement

Funding Source

Employment

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

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS**August 22, 2018**

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

22. Rayvin Bautista	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	August 24, 2018	Range 8, Step 1	Site Fund
23. Ernesto Calzada	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	August 24, 2018	Range 8, Step 1	Site Fund
24. Antonio Cisneros	Transportation Student Attendant 3.5 hours per day 210 days per year District Office Transportation Department	August 24, 2018	Range 8, Step 1	Site Fund
25. Melissa Dalipe Arroyo	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	August 24, 2018	Range 8, Step 1	Site Fund
26. Araceli Proulx-Sollano	Instructional Assistant - Health Care 3.25 hours per day 210 days per year Lincoln Acres School	August 24, 2018	Range 18, Step 1	Site Fund

Contract Extension/Change

27. Sandra Castro	From Instructional Assistant Special Education to Instructional Assistant Health Care 3.25 hours per day 10 days per year Central School	August 23, 2018	Range 18, Step 1	General Fund
28. Linda Landry	From Instructional Assistant Special Education to Instructional	August 23, 2018	Range 18, Step 1	General Fund

	Assistant Health Care 3.25 hours per day 10 days per year Las Palmas School			
1. Yvette Olea	From Executive Assistant to Superintendent and Governing Board to Information Compliance Specialist 8 hours per day 12 months per year District Office Business Department	August 23, 2018	Range 41S, Step 1	General Fund

Leave of Absence

None				
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Temporary Employment

None				
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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.

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.

Comments: 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 Employees

Temporary Hires Pre-Approved Impact Teacher 8/22/18			
Name	Position	Location	Effective Date
1. Terrie Blunk	Impact Teacher (1 of 25)	Palmer Way School	August 14, 2018
2. Gloria Casillas	Impact Teacher (2 of 25)	Lincoln Acres School	August 20, 2018
3. Wendy Elliott	Impact Teacher (3 of 25)	Lincoln Acres School	August 20, 2018
4. Gada Fakhouri	Impact Teacher (4 of 25)	Central School	September 10, 2018
5. Timothy Kent	Impact Teacher (5 of 25)	Las Palmas School	September 18, 2018
6. Frema Larios	Impact Teacher (6 of 25)	Las Palmas School	September 18, 2018
7. Jennifer Medlin-Cardinale	Impact Teacher (7 of 25)	Ira Harbison School	August 23, 2018
8. Yolanda Orozco	Impact Teacher (8 of 25)	El Toyon School	August 14, 2018
9. Barbara Sapper	Impact Teacher (9 of 25)	Las Palmas School	September 18, 2018

Temporary Hires Pre-Approved Temporary Teacher 8/22/18			
Name	Position	Location	Effective Date
1. Julia Arias	Temporary Teacher (6 of 8)	Olivewood School	August 2, 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 8/22/18			
Name	Position	Location	Effective Date
Marie Cooke	Teacher	Ira Harbison School	August 28, 2018
Lupita Garcia	Campus Student Supervisor	Ira Harbison School	August 17, 2018
Gabriela Talamantez	Instructional Assistant - Preschool	El Toyon School	August 10, 2018

Retirements 8/22/18			
Name	Position	Location	Effective Date
Maria Gutierrez	Campus Student Supervisor	Ira Harbison School	June 6, 2018

Agenda Item: **12.C.IV. Approve the appointment of the attached as PAR Council Members for the 2018-2019 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Services

Quick Summary / Abstract: All teacher support programs come under the direction of the Peer Assistance and Review (PAR) Council.

Financial Impact: PAR Council K-6 members - \$1,500 per year
PAR Council chair - \$2,500
Additional Staffing Costs - \$0
Other Costs - \$0
Annual Cost
General Fund

Attachments:
PAR Council List

PAR COUNCIL 2018-2019

Name	School	PAR Council Position
Angela Censoplano	Las Palmas School	Member
Karolyn Kmet-Moran	Olivewood School	Chair
Janis Ireland	Ira Harbison School	Member
Raymond Ruiz	Lincoln Acres School	Administrator
Leticia Hernandez	District Office	Administrator

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /
Abstract: None

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: None

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Discuss nominations for CSBA Directors-at-Large.**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Nominations for CSBA Directors-at-Large, Asian Pacific Islander and Hispanic are now being accepted until Friday, September 28. The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board.

Comments: Directors-at-Large shape policy and set organizational direction.

The delegate assembly elects directors to serve a two-year term beginning immediately upon the close of the Annual Education Conference and Trade Show.

In Even-Numbered Years, Regional Directors from even numbered regions as well as the Directors-at-Large, Asian Pacific Islander and Hispanic are elected.

Agenda Item: **13.B. Discuss Board and District participation in the 2018 Maytime Band Review parade.**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: During public comment at the last Board meeting, Governing Board members received an invitation for the Board and District (students, teachers, and staff) to participate in the 2018 Maytime Band Review parade.

This is an opportunity for the Board to discuss the invitation and provide guidance to District staff.

Agenda Item: **14. POLICIES, REGULATIONS, BYLAWS**

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

Speaker: Leighangela Brady, Superintendent

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

Comments: To preview suggested revisions see Exhibit A.

Attachments:
Exhibit A

Agenda Item:	15. EDUCATIONAL SERVICES
Agenda Item:	15.A. Approve Contract #CT3517 for the Fleet Science Center to provide a weekly science-based after-school program at Rancho de la Nación, El Toyon and Kimball Schools.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Sci-Tech is a grant project run by the Fleet Science Center that will provide enrichment and hands-on experiences focused on building understanding of engineering and the Next Generation Science Standards in an after-school environment once a week.</p> <p>The program is designed for girls in an effort to increase the number of females in the science and engineering professions.</p> <p>As part of the grant, The Fleet will provide a presenter and materials for all lessons at no charge. School staff will serve as school representatives and assist in the monitoring of students and delivery of lessons.</p>
Comments:	Rancho de la Nación and El Toyon will combine the after-school program, but Kimball will run independently. The programs will be open on a first come, first served basis for girls in grades 4-6, accommodating 25-30 girls in each. In addition to the weekly after school program, the Fleet will offer a Family Science Night as well as 2-hour professional development for staff for each of the two programs.
Recommended Motion:	Approve Contract #CT3517 for the Fleet Science Center to provide a weekly science-based after-school program at Rancho de la Nación, El Toyon and Kimball Schools.
Financial Impact:	<p>Contract costs - None</p> <p>Additional Staffing costs - Approximately \$4,000</p> <p>Other costs - None</p> <p>One time cost</p> <p>Site Funds</p>
Attachments:	CT3517

Independent Contractor Agreement

National School District

[-] Fund	[-] Res	[-] Goal	[-] Function	[-] Object	[-] School
[-] Fund	[-] Res	[-] Goal	[-] Function	[-] Object	[-] School
Contract No. 3517					

This agreement is hereby entered into between **National School District**, 1500 N Avenue, National City, California, 91950-4827, hereinafter referred to as "District," and Fleet Science Center 1875 El Prado Contractor

Taxpayer ID Number 95-6066250

Mailing Address

San Diego California 92101 hereinafter referred to as "Contractor."
City State Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

- Rancho de la Nacion, El Toyon and Kimball Schools will participate in an after school program in partnership with The Fleet Science Center. Each school will provide a classroom teacher to support the Fleet Science Center Educators. The Fleet will also sponsor a Family Science Night as well as a 2-hour professional development session at each school site.

Contractor shall commence providing services under this Agreement on October 1, 2018, and will diligently perform as required and complete performance by May 31, 2019.

- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to 0. District shall pay Contractor according to the following terms and conditions:

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

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

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

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising

out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.

- (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
National City, CA 91950

For Contractor:

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if

personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 23 day of August, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Typed Name

Asst. Supt., Business Services

6066250

Title

95-

Social Security or Taxpayer I. D. No.

Board Approval Date: August 22, 2018.

(619) 238-1233 X722
(Area Code) Telephone Number

Agenda Item:	15.B. Approve Contract #CT3518 with Dr. Jill Weckerley for an Independent Educational Evaluation for student #3708625.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an Independent educational evaluation (IEE) [34 C.F.R. §300.502(a)(2),(a)(1).</p> <p>An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i).</p> <p>The student's individualized education program (IEP) team, which includes the parents and appropriate school district personnel, will establish 1) reasonable learning goals for a child 2) services that the school district will provide for the child.</p> <p>The IEP team will consider the independent educational evaluation, along with the school based educational assessments, in making decisions regarding the child's educational needs.</p>
Comments:	The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.
Recommended Motion:	Approve Contract #CT3518 with Dr. Jill Weckerley for an Independent Educational Evaluation for student #3708625.
Financial Impact:	<p>Contract costs: Not to exceed \$3,500.00</p> <p>Additional Staffing Cost: \$0</p> <p>Other Costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3518

[01 . 00] [6500 . 000] [5750] [3120] [5800 . 000] [022]
Fund Res Goal Function Object School

Contract No. CT3518

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of August, 2018,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

<u>Dr. Jill Weckerley</u>		<u>3990 Old Town Avenue, Suite 207A</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA</u>	<u>92110</u>
City	State	Zip Code

hereinafter referred to as "Contractor."

- Services to be provided by Contractor. Will provide an Independent Psycho-Educational Evaluation
for student #3708625. _____ at
Above address _____
Location _____
- Term. Contractor shall provide services under this Agreement on

During the 2018-19 School year. _____.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered
pursuant to this Agreement a total fee not to exceed Three Thousand Five Hundred.
Dollars (\$ 3,500.00). District shall pay Contractor within 15 days of receipt of
invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred
by Contractor in performing services for District, except as follows:
N/A

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

N/A

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

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT		CONTRACTOR		
Signature of Authorized Agent		Signature of Authorized Agent		
Chris Carson		Dr. Jill Weckerley		
Typed or Printed Name		Typed Name		
Assist. Superintendent-Business Services				
Title		Social Security or Taxpayer I. D. No.		
Board Approval Date: August 22, 2018		(619) 347-4496		
		(Area Code) Telephone Number		

Agenda Item:	15.C. Approve contract #CT3519 with Dr. Andrea Weinberg for an Independent Speech & Language Evaluation for student #3708625.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an Independent educational evaluation (IEE) [34 C.F.R. §300.502(a)(2),(a)(1).</p> <p>An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including speech and language.</p> <p>The student's individualized education program (IEP) team, which includes the parents and appropriate school district personnel, will establish 1) reasonable learning goals for a child 2) services that the school district will provide for the child.</p> <p>The IEP team will consider the independent educational evaluation, along with the school based educational assessments, in making decisions regarding the child's educational needs.</p>
Comments:	The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.
Recommended Motion:	Approve contract #CT3519 with Dr. Andrea Weinberg for an Independent Speech & Language Evaluation for student #3708625.
Financial Impact:	<p>Contract costs: Not to exceed \$900.00</p> <p>Additional Staffing Cost: \$0</p> <p>Other Costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3519

[01 . 00] [6500 . 000] [5770] [3150] [5800 . 000] [022]
Fund Res Goal Function Object School

Contract No. CT3519

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of August, 2018,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

<u>Dr. Andrea Weinberg</u>		<u>936 La Buena Vida</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>Fallbrook</u>	<u>CA</u>	<u>92029</u>
City	State	Zip Code

hereinafter referred to as "Contractor."

- Services to be provided by Contractor. Will provide an Independent Speech & Language Evaluation
for student #3708625. _____ at
Above address. _____
Location
- Term. Contractor shall provide services under this Agreement on
During the 2018-19 School year. _____.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nine Hundred Dollars (\$ 900.00). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
N/A
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
N/A

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

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT		CONTRACTOR		
Signature of Authorized Agent <u>Chris Carson</u>		Signature of Authorized Agent <u>Dr. Andrea Weinberg</u>		
Typed or Printed Name Assist. Superintendent-Business Services		Typed Name 		
Title 		Social Security or Taxpayer I. D. No. 		
Board Approval Date: <u>August 22, 2018</u>		(858) 652-9571 (Area Code) Telephone Number		

Print

Agenda Item:	15.D. Approve contract #CT3520 with Marjorie Block for an Independent Occupational Therapy Evaluation for student #3708625.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an Independent educational evaluation (IEE) [34 C.F.R. §300.502(a)(2),(a)(1).</p> <p>An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including Occupational Therapy Evaluation.</p> <p>The student's individualized education program (IEP) team, which includes the parents and appropriate school district personnel, will establish 1) reasonable learning goals for a child 2) services that the school district will provide for the child.</p> <p>The IEP team will consider the independent educational evaluation, along with the school based educational assessments, in making decisions regarding the child's educational needs.</p>
Comments:	The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.
Recommended Motion:	Approve contract #CT3520 with Marjorie Block for an Independent Occupational Therapy Evaluation for student #3708625.
Financial Impact:	<p>Contract costs: Not to exceed \$1,000.00</p> <p>Additional Staffing Cost: \$0</p> <p>Other Costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3520

[01 . 00] [6500 . 000] [5770] [1130] [5800 . 000] [022]
Fund Res Goal Function Object School

Contract No. CT3520

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of August, 2018,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

<u>Dr. Margorie Block</u>		<u>P.O. Box 60325</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA</u>	<u>92126</u>
City	State	Zip Code

hereinafter referred to as "Contractor."

- Services to be provided by Contractor. Will provide an Independent Occupational Therapy Evaluation
for student #3708625. _____ at
Above address. _____
Location
- Term. Contractor shall provide services under this Agreement on
During the 2018-19 School year., _____.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Thousand Dollars (\$ 1,000.00). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
N/A
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
N/A

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

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT		CONTRACTOR		
Signature of Authorized Agent <u>Chris Carson</u>		Signature of Authorized Agent <u>Marjorie Block</u>		
Typed or Printed Name Assist. Superintendent-Business Services		Typed Name _____		
Title _____		Social Security or Taxpayer I. D. No. _____		
Board Approval Date: <u>August 22, 2018</u>		(619) 922-6480 _____		
		(Area Code) Telephone Number		

Print

Agenda Item: **15.E. Approve contract between the National School District Governing Board and the San Diego County Office of Education, First 5 for the purpose of receiving funding for a preschool embedded coach during the fiscal year 2018-2019.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In order to receive San Diego County of Education, First 5 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. This 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 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, First 5 for the purpose of receiving funding for a preschool embedded coach during the fiscal year 2018-2019.

Financial Impact: Contract costs: \$0
Additional Staffing Cost: \$0
Other Cots: \$0
Revenue

Attachments:
Contract

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Agreement No. _____**

This Agreement, for services is entered into this 6th day of August, 2018, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and NATIONAL SCHOOL DISTRICT (hereinafter referred to as "Contractor") who agrees to provide the following services to the County:

1. Scope of Services.

Contractor 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 Contractor 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 Contractor. During said 60-day period Contractor 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 Contractor 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 Contractor. Such termination shall be effective upon delivery of said notice.

5. Confidential Relationship.

County may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor 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. Contractor 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 Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor 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 Contractor 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.

Contractor 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, Contractor 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.

Contractor 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 Contractor may submit information that Contractor 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). Contractor acknowledges that the San Diego County Superintendent of Schools may submit to Contractor 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 Contractor 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.

Contractor 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, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the County.

11. Licenses, Permits, Etc.

Contractor 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. Contractor represents and warrants to County that Contractor 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 Contractor to practice its profession.

12. Contractor's Insurance.

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

13. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor certifies that the Contractor, 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. Contractor 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.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are 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

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit "A": Special Provisions**

A. Scope of Services.

Contractor agrees to perform consulting services as required by County. Contractor shall provide necessary qualified personnel to perform the services as detailed below.

I. Contractor agrees to:

- A. Comply with all items listed in the Scope of Work as described in **Exhibit "B"** and its attachments. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- B. Comply with First 5 Commission Mandatory Article Flow-down "recitals." A copy of this contract document is attached as **Exhibit "C"**.
- C. Comply with all provisions in **Exhibit "D"** entitled "Fiscal Responsibility and Timeline" attached hereto and made a part hereof.

II. San Diego County Superintendent of Schools, Operating the Quality Preschool Initiative, agrees to:

- A. Pay the designated reimbursement Contractor in accordance with the Embedded Coach Scope of Work (**Exhibit "B"**) on a quarterly basis as outlined in **Exhibit "D"**.
- B. Provide quality support, coaching, technical assistance, and guidance to the embedded coach under this Contract in accordance with the Scope of Work (**Exhibit "B"**).

B. Compensation and Reimbursement.

For the period of July 1, 2018 to June 30, 2019, County agrees to pay contractor in the amount of \$85,000 for services performed per each contracted embedded coach services caseload of "coaching" to an average of 20 teachers as per **Exhibit "B"**. Total estimated contract: **\$85,000 X 1 embedded coaching caseload = \$85,000 and \$85,000/4 = \$21,250 per quarter**. Invoicing for embedded coach services shall be completed in even quarterly increments and shall include all required evidence as outlined in **Exhibit "D"** and its attachments.

Invoices must include invoice coversheet attached as **Exhibit "D"** including the County assigned agreement number stipulated on the first page of this Agreement.

C. Term of Agreement.

This Agreement shall be effective from the period commencing upon July 1, 2018, and ending June 30, 2019, unless sooner terminated by County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to County any and all equipment, documents or materials and all copies made thereof which Contractor received from County or produced for County for the purposes of this Agreement.

D. Project Contacts.

The parties' representative contacts for the management of this project are:

SDCOE: Lucia Garay, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
(858) 292-3801
lgaray@sdcoe.net

Contractor: Charmaine Lawson
2401 E. 24th Street
National City, CA 91950
(619) 336-8672
clawson@nsd.us

E. Legal Notices.

All notices hereunder shall be in writing and sent to the following address:

To SDCOE: Assistant Superintendent, Business Services
6401 Linda Vista Rd
San Diego, CA 92111

To Contractor: Charmaine Lawson
2401 E. 24th Street
National City, CA 91950

F. Contractor's Insurance.

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Contractor shall maintain limits no less than:

- A. **Commercial General Liability** including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. **Automobile Liability**: \$1,000,000 each accident for bodily injury and property damage.
- C. **Employer's Liability**: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County.
- D. **Professional Errors and Omissions Liability**: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Any self-retained limit shall be greater than \$25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit had been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.

- E. **Improper Sexual Conduct:** \$2,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
- F. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Contractor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Contractor's, Commission's or County's computers or servers to affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

The Contractor shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

G. Workers' Compensation.

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the County the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

H. Data Privacy and Protection

All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the San Diego County Superintendent of Schools (County).

All content/data created by the County or by its students or personnel using the service provided will cease to be retained by the Contractor at the conclusion of this contract and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this contract. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The Contractor uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the County within 24 hours of the Contractor discovering an unauthorized access or disclosure of County data.
The Contractor and the County will work together to ensure compliance with FERPA regulations as applicable.

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “B”: Scope of Work**

Goal: Embedded Coaching Services		
Task	Evidence	Timeline
The agency shall designate staff to provide coaching services to meet the requirements in Exhibit “B” - Attachment 1 . The agency may title the job as needed based on the agency’s personnel requirements, but the requirements shall match those described in Exhibit “B” - Attachment 1 . The caseload for the contract’s services shall be 15-25 Lead Teachers as determined by QPI.	-Internal Job Description for staff member hired for embedded coach position -Resume of staff member hired for embedded coach position	QTR 1
The agency shall make the necessary arrangements for the work calendar of the embedded coach to meet the necessary instructional calendar for coaching and professional development. The daily workday must be sufficient in length to allow for up to three (3), 1.5 to 2 hour coaching visits/day as well as provision of professional development sessions beyond “school hours”.	-QPI annual work calendar -Daily work hour agreement	QTR 1
The embedded coach shall participate in all ERS calibration and CLASS reliability training and certification processes to meet minimum qualifying scored within the first six (6) months of this contract. ECERS calibration to 80% and CLASS observation reliability to 80%.	-Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent.	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall support the completion of all (100%) of the Lead Teacher Quality Improvement Plans (QIPs), within 60 days of the start of the school year or of their employment (whichever comes first).	-QIP in pinwheel -Coaching logs referencing QIP in pinwheel	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall ensure that 100% of lead teachers receive coaching aligned to their QIP goal and action steps.	-Coaching Logs	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall ensure implementation and alignment to QPI Coaching Protocols	-QPI Coaching Protocols	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall be observed coaching or presenting, quarterly. (Two times by the assigned SDCOE support personnel and two times by supervisor)	-Completed feedback and observation forms	QTR 1 QTR 2 QTR 3 QTR 4

The embedded coach services shall provide coaching hours aligned to the model selected by the agency for each lead teacher on their caseload. The coaching shall be completed only when proper coverage is in place to maintain licensing ratios at all times.	-Coaching Logs aligning to QIPs	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall provide coaching following a consistent cycle that meets the needs of the hours needed for each coachee based on the coaching model selected by the agency.	-Coaching Logs	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall complete coaching logs in Pinwheel within 48 hours after the visit, following the provided template guidance.	-Coaching Logs	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall facilitate and present agency based workshops that align to the agency Professional Development Plan and regional workshops as assigned.	-Workshop calendar -Agency PD plan	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall attend all QPI provided professional development opportunities and meetings; inclusive of QLIT, regional meetings, peer buddy observations, and other trainings throughout the year as indicated on the calendar.	-Attendance at meetings	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall meet, one-on-one, with the assigned SDCOE support personnel 4 times per year to review coaching progress and to reflect on the impact of the quality improvement efforts.	-Coaching session meeting notes	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall utilize Teachstone web-based learning system to support QIP goals and provide login information to lead teachers.	-Coaching Logs in Pinwheel	QTR 1 QTR 2 QTR 3 QTR 4
The agency shall invoice for embedded coach services in equal quarterly increments. Invoices shall include all required documentation as stated in Exhibit “D” . Invoice and documentation must include appropriate quarterly cover sheet found in Exhibit “D” -Attachment 1, 2, 3, 4.	-Invoice quarterly -Evidence for services -Coversheets	QTR 1 QTR 2 QTR 3 QTR 4
The direct supervisor and the embedded coach shall ensure Quality Assurances for the QPI stipend requirements have been met. Embedded coach supervisor and embedded coach must sign statement of perjury prior to stipend disbursement.	-Statement of Perjury with signatures -Caseload Management tracking form (provided)	QTR 4

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit "B": Scope of Work
Attachment 1: Teacher Coach Requirements**

SAN DIEGO COUNTY OFFICE OF EDUCATION

Teacher Coach Requirements

DEFINITION OF WORK:

Under general supervision, provides training and support for preschool teachers to ensure a high quality early education learning environment which meets the needs of those working with infants and young children.

ESSENTIAL FUNCTIONS/DUTIES:

Coach preschool teachers to support successful implementation of session-level Quality Criteria/Services.

Document implementation of session-level quality criteria.

Collaborate with SDCOE QPI staff, Agency Director, Area Manager, Site Supervisor, and/or Lead Teacher to implement Professional Development services.

Collaborate with SDCOE Quality Preschool Initiative (QPI) staff to ensure successful QPI implementation of all coaching services.

Plan and implement PLC's and workshops based on early learning and development, inclusion, family engagement and kindergarten transition, data trends, and program needs

Assists with the focus on developmental needs per student based on outcome data (formative assessment) in DRDP, CLASS and ASQ-3.

Provide preschool teachers with instruction on use of classroom data, such as, DRDP trends, ASQ results, classroom assessments provided by the Local Evaluator (LE) with a targeted focus on children with special needs and Dual Language Learners.

Support a focus on children's outcomes in language, literacy, and early math skills development.

Coach preschool teachers to improve the social-emotional development and behavioral skills of children ages 0 to 5 in early care and education programs.

Support preschool teachers in the implementation of theory and research-based interventions.

Collaborates with appropriate QPI and agency staff to assess individual professional development needs and outline goals for their caseload.

Coaches and supports teachers on a one-to-one basis to assist preschool instructional staff and early child care providers with meeting their professional development goals.

Prepares and presents training in Early Education Environment and Curriculum topics to program participants in individual and group setting using materials from the California Preschool Learning

Foundation or other available resources, as guided by QPI staff.

Coach teachers on activities that are age-appropriate and culturally and linguistically appropriate.

Coach teachers on lesson design which integrate California Department of Education infant/Toddler Learning and Development Foundations, the California Preschool Learning Foundations, The California Preschool Curriculum Framework and the California Preschool English Learners Guide.

NON-ESSENTIAL FUNCTIONS:

Perform related duties as assigned.

CREDENTIALS, CERTIFICATES, LICENSES OR OTHER REQUIREMENTS:

Possession of or eligibility for any one of the following:

- Child Development Teacher Permit
- Child Development Master Teacher Permit
- Child Development Site Supervisor Permit
- Child Development Program Director Permit

A valid California driver's license.

EDUCATION AND EXPERIENCE

Possession of a: Bachelor of Arts in Child Development or a related field.

Experience in Classroom and Leadership: Five years in preschool or Kindergarten (Early Ed) at least three years in a Classroom; and two years' experience providing PD or in supervisory role in Early Education setting.

KNOWLEDGE AND ABILITIES:

Knowledge of:

Child growth and development

Early childhood curriculum and developmentally appropriate practices

Age, culture and linguistic appropriate activities

Quality improvement activities proven to increase teachers' instructional skills

Current research and advancements in the child development field

Theory and research-based interventions

Quality Preschool Initiative requirement, and state and local licensing requirements

Participate in on-going professional development related to early childhood development

Effective strategies addressing the needs of Dual Language Learners

Training and consulting skills, methods and techniques

Adult learning principals

Technology

- Computer skills
- Knowledge of software
- Teachstone
- PowerPoint

Knowledge of various early childhood assessments techniques such as, ASQ, DRDP, California Early Learning and Development System, CLASS, ECERS, and PEL Guide; operate a computer and other office technology; plan and organize work and meet deadlines; communicate effectively both orally and in writing; establish and maintain effective working relationships with others.

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “C”: First 5 Commission Mandatory Article Flow-Down Language**

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County’s discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit B to this Agreement (for purposes of this Article 3.1, these shall be referred to as the “Disentangled Services”) being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or County’s designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by County at no more than Contractor’s costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor’s obligation to provide the Services shall not cease until the earlier of the following: 1) the Disentanglement is satisfactory to the County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to County’s reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County, not earlier than sixty (60) days prior to the end of the Agreement Term or extended term, that County has not elected to extend pursuant to the Agreement’s Signature Page, Agreement Term ; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to this Agreement, Article 7. Subject to Exhibit B, Contractor’s obligation to perform Disentangled Services and County’s obligation to pay for Disentangled Services shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial term or extended term set forth in this Agreement’s Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor’s obligation to perform the Services expires being referred to herein as the “Expiration Date”). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor’s Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor’s obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County’s other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County’s activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit B herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally to transfer client data to County or any new service provider.

3.3.3 Transfer of Leases, Licenses, and Agreements

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.4 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 7

SUSPENSION, DELAY AND TERMINATION

7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents and other materials prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of offsetting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, County and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and Federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action at law or in equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for the period of time that the County determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, San Diego County and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations or other laws that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the County upon request or can be obtained from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical, or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any County facility or participation in any County-funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome, (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before the County. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures or the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. County, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol

Use, Policy C-25, available on the County of San Diego website. This policy provides that all County-employed contractors and Contractor employees shall assist in meeting this requirement.

8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for County, on County property, or while using County equipment:

8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.11.2 Contractor shall inform all employees who are performing services for County on County property or using County equipment of County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for County.

8.11.3 County may terminate for default or breach this Agreement, and any other agreement the Contractor has with County, if the Contractor, or Contractor's employees are determined by the County not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website

8.12.1 Board Policy B-67, which encourages the County's contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said Contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego website, not-for-profit contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the County; and

8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego, in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for County, on County property or while using County equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of the Zero Tolerance Policy as referenced herein.

County may terminate for default this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify County of it. Contractor shall not be liable to County for County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, State or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon County or Contractor with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Contractor invoices shall include the following language:
I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oc.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
 - 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than the County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 Compliance Program. contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by the County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST: CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform County of all Contractor's interests, if any, that are, or that Contractor believes to be incompatible with any interests of County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by Commission, County or of public agencies for which the Board of Supervisors or County is the governing body;
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that

County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

- 10.1 **Indemnity.** County shall not be liable for, and Contractor shall defend and indemnify County and their employees and agents (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 **Insurance.** Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the Agreement Term, including all extensions, the insurance specified in Exhibit A, attached hereto.

ARTICLE 11

AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 **Audit and Inspection.** Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State, San Diego County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 **External Audits.** Contractor will provide the following to the County Program Business Specialist:

- 11.2.1 Contractor shall provide County Program Business Specialist a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.

- 11.2.2 Contractor shall provide County Program Business Specialist with a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. (Health and Human Services Agency (HHSA) contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide County Program Business Specialist a copy of the Contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide County Program Business Specialist a copy of all responses made by the federal or State audit representative to the Contractor's audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the County or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of seven (7) years from the date of final payment under this Agreement, or as provided in sections 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of seven (7) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or seven (7) years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12

INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by County at all times during the Agreement Term. Contractor shall cooperate with any inspector assigned by County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost to County, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records, responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will

satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

b) Contractor shall immediately notify County Program Business Specialist upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

13.8 Reports. Contractor shall submit reports required in Exhibit "B" and additional reports as may be requested by the County and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material provision of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

13.9 Evaluation Requirements. Contractor shall participate as requested by the County in program evaluation activities and/or research studies designed to show the effectiveness and/or efficiency of Contractor services and to demonstrate the impact of County projects. Contractor shall work with and coordinate program evaluation with County staff so that Contractor's data collection and reports will be in compliance with local and State reporting requirements. Contractor shall collect and report data, using the tools and protocols identified by the County. Contractor shall cooperate with County staff in the development of an evaluation framework and implementation plan that supports the County's Strategic Plan and its overall goals. Contractor shall abide by all evaluation expectations and requirements as noted elsewhere in this Agreement, as well as in any County administrative documents relating specifically to evaluation.

13.9.1 Data System. Contractor shall input the program, financial and outcome data specified by the County into its Contract Management and Evaluation Data System (CMEDS) at the intervals identified in this Agreement, but in no event less often than quarterly. Contractor shall comply with any County administrative documents which includes CMEDS requirements and First 5 Commission of San Diego: Evaluation Roles and Responsibilities.

13.9.2 Reporting Schedule. Contractor shall submit complete and accurate data and reports within thirty (30) days after the end of each reporting period, in accordance with the schedule outlined in this Agreement. End of the year reports shall be submitted no later than thirty (30) days after the end of the fiscal year. County may withhold payment if said data and reports are not received within forty-five (45) days following the end of the reporting period.

13.9.3 Privacy Notice. Contractor shall provide clients with a Notice of Privacy Practices form in accordance with the process and per the requirements defined by the County for this Project noted in the Statement of Work as appropriate.

13.9.4 Confidentiality. Contractor and County shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recording. Records shall be handled and maintained in accordance with all applicable State and federal statutes and regulations relating to privacy and confidentiality, as well as with the County policies and Section 13.3.

ARTICLE 14

PRIVACY STATEMENT

Contractor shall comply with all applicable laws pertaining to privacy and security of Protected Information and shall maintain the confidentiality of client information.

ARTICLE 16

GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of County, County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the County.

- 16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.3 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.4 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.5 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.6 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.7 Modification Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.10 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.11 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.12 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 Time. Time is of the essence for each provision of this Agreement.
- 16.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

- 16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.17 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify County and First 5 Commission of San Diego County as the funding source for contracted programs identified in this Agreement. All publicity materials shall comply with the standards provided in the Commission's Public Outreach Program Graphics Reproductions Standards. Copies of publicity materials related to contracted programs identified in this Agreement shall be submitted to and approved by Commission's Community Engagement Section for approval before publication or release. Contractor shall advise County at least 48 hours in advance of all locally generated press releases and media events regarding contracted programs identified in this Agreement.
- 16.18 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threats of violence directed toward staff or clients; loss, theft, or unlawful accessing of confidential client, patient, or facility resident Personal Information (PI). Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the County within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.19 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including, but not limited to, complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's services or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.20 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.
- Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.
- 16.20.1 Contractor shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.20.
- 16.20.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.5 "Maintenance of Records."
- 16.20.3 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
 - B. Minor: Individuals under the age of eighteen (18) years old.
 - C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have

unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.

- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity which may put them at risk of abuse during service provision because it renders them unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

16.21 Notification of Key Personnel Changes. Contractor shall notify the County in writing within 72 hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Contractor shall also notify County in writing within 72 hours of when a subcontractor is changed. Upon reasonable cause, County shall have the right to reject any change in key personnel or a new subcontractor (direct services or management staff), funded under this Agreement.

16.22 Coordinated Services.

16.22.1 Contractor shall coordinate services with other County funded programs and initiatives.

16.22.2 Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is “no” for client or minor(s), the Contractor shall refer the client to Covered California at <https://www.coveredca.com> or call 1-800-300-1506.

16.23 Equipment Retention. Contractor shall be entitled to retain ownership of any equipment or computers identified in the approved budget at the end of the Agreement Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than \$5,000 for a single item.

16.24 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of the Agreement: Sections 8.1, 8.13, 8.14, 8.16, 8.21, 10.1, 11.1, and 11.4, and articles 7 and 13.

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “D”: Fiscal Responsibility and Timeline**

<p>Invoicing is to be submitted quarterly. Each invoice will be for 25% of total allocated monies for the embedded coach contract.</p> <p>Qtr 1: September 30 Qtr 2: December 31 Qtr 3: March 31 Qtr 4: May 31</p>	<p>Evidence to be included each quarter with appropriate coversheet and signatures. All coach logs and coaching hours must be up to date for invoice to be paid. See attachment 1, 2, 3, 4.</p>
Quarter 1 Invoice	<ul style="list-style-type: none"> -Internal Job Description for staff member hired for “EESP” position -Resume of staff member hired for “EESP” Position -Annual work calendar of embedded coach -Assigned work day hours -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (If new to embedded coach position or due for reliability) - Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits -Example of a prep form being utilized for planning for coaching visit - Up to date spreadsheet tracking caseload management
Quarter 2 Invoice	<ul style="list-style-type: none"> -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if applicable) -Example of a prep form being utilized for planning for coaching visit - Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits -Example of a prep form being utilized for planning for coaching visit - Up to date spreadsheet tracking caseload management
Quarter 3 Invoice	<ul style="list-style-type: none"> -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if returning to embedded coach position or due for reliability) -Example of a prep form being utilized for planning for coaching visit - Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits -Example of a prep form being utilized for planning for coaching visit - Up to date spreadsheet tracking caseload management
Quarter 4 Invoice	<ul style="list-style-type: none"> -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if returning to embedded coach position or due for reliability) -Example of a prep form being utilized for planning for coaching visit - Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits -Example of a prep form being utilized for planning for coaching visit - Up to date spreadsheet tracking caseload management -Statement of Perjury with signatures for stipend disbursement release

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “D”: Fiscal Responsibility and Timeline
Attachment 1: Invoice Coversheet**

Quarter 1 Invoice Coversheet

Evidence Needed	Supervisor Initial
Internal Job Description for staff member hired for “EESP” position	
Resume of staff member hired for “EESP” position	
QPI annual work calendar	
Assigned work day hours	
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if new to embedded coach position or due for renewal reliability)	
Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits	
Example of a prep form being utilized for planning for coaching visit	
Up to date spreadsheet tracking caseload management	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

I certify that the attached deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

(Signature)

(Date)

Mail with your invoice to:

San Diego County Superintendent of Schools
Melissa Nguyen, Sr. Program Business Specialist
6401 Linda Vista Road, Room 315
San Diego, CA 92111

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “D”: Fiscal Responsibility and Timeline
Attachment 2: Invoice Coversheet**

Quarter 2 Invoice Coversheet

Evidence Needed	Supervisor Initial
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if new to embedded coach position or due for renewal reliability)	
Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits	
Example of a prep form being utilized for planning for coaching visit	
Up to date Spreadsheet tracking caseload management	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

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(Signature)

(Date)

Mail with your invoice to:

San Diego County Superintendent of Schools
Melissa Nguyen, Sr. Program Business Specialist
6401 Linda Vista Road, Room 315
San Diego, CA 92111

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “D”: Fiscal Responsibility and Timeline
Attachment 3: Invoice Coversheet**

Quarter 3 Invoice Coversheet

Evidence Needed	Supervisor Initial
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if new to embedded coach position or due for renewal reliability)	
Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits	
Example of a prep form being utilized for planning for coaching visit	
Up to date spreadsheet tracking caseload management	

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(Signature)

(Date)

Mail with your invoice to:

San Diego County Superintendent of Schools
Melissa Nguyen, Sr. Program Business Specialist
6401 Linda Vista Road, Room 315
San Diego, CA 92111

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit “D”: Fiscal Responsibility and Timeline
Attachment 4: Invoice Coversheet**

Quarter 4 Invoice Coversheet

Evidence Needed	Supervisor Initial
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if new to embedded coach position or due for renewal reliability)	
Supervisor initial indicates coach logs have been checked for completion and are up to date with all completed coaching visits	
Example of a prep form being utilized for planning for coaching visit	
Up to date spreadsheet tracking caseload management	
Statement of Perjury with signatures for stipend disbursement release	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

I certify that the attached deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

(Signature)

(Date)

Mail with your invoice to:

San Diego County Superintendent of Schools
Melissa Nguyen, Sr. Program Business Specialist
6401 Linda Vista Road, Room 315
San Diego, CA 92111

Agenda Item:	15.F. Conduct Public Hearing to discuss sufficiency of State-approved textbooks and instructional materials in National School District for the fiscal year 2018-2019.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>The Williams Settlement legislation amended Education Code 60119, requiring a public hearing and adoption of a resolution regarding the sufficiency of state-approved textbooks in the District and instructional materials in each subject area, consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education.</p> <p>Notice of Public Hearing posted on August 7, 2018 at all school sites, district office and preschool center.</p>
Comments:	During the public hearing, parents, staff and members of the community have an opportunity to comment and share their views as to whether all National School District students have or will have sufficient textbooks and instructional materials in core subject areas of reading/language arts, mathematics, science, and history/social science. Attached to the next item is a list of all National School District state-approved textbooks and instructional materials that have been Board approved over the last several years.
Recommended Motion:	Conduct Public Hearing to discuss sufficiency of State-approved textbooks and instructional materials in National School District for the fiscal year 2018-2019.

Agenda Item: **15.G. Adopt Resolution #18-19.13 determining the sufficiency of Instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2018-2019 school year, and approval of the District adopted materials list.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: As a result of the Williams Settlement legislation, school districts must annually present evidence that all children have access to the core instructional materials in reading/language arts, mathematics, science, and history/social science. National School District has sufficient instructional materials in the core areas of reading/language arts, mathematics, science, and history/social science. This resolution is being adopted in compliance with amendments to Education Code Section 60119, which are a result of the Williams Settlement legislation. This resolution must be adopted at a public hearing in the course of the fiscal year in which the funds are received.

Comments: Attached to this item is a list of all National School District State approved textbooks and instructional materials, as well as the 2018-2019 resolution.

Recommended Motion: Adopt Resolution ##18-19.13 determining the sufficiency of Instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2018-2019 school year, and approval of the District adopted materials list.

Attachments:
Resolution #18-19.13
Core Curriculum 2018-2019

National School District

Resolution

#18-19.13

Determining Sufficiency of Instructional Materials for 2018-2019

On motion of Member_____, Seconded by Member_____,
the following resolution is adopted.

WHEREAS, in order to receive State instructional materials funds, the Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that every pupil, including English learners, has sufficient textbooks or instructional materials, or both, that are aligned to the content standards in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: reading/language arts, mathematics, science and history/social science.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, “sufficient textbooks or instructional materials” means that each pupil, including English learners has a textbook or instructional materials, or both, to use in class and to take home. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines as required by Education Code Section 60119, that the school district had sufficient instructional materials for each pupil in the following areas:

1. Reading/Language Arts, including the English Language component of the program
2. Mathematics
3. Science
4. History/Social Science

Resolution #
August 22, 2018
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 22nd 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

NATIONAL SCHOOL DISTRICT CORE CURRICULUM 2018-2019

Grade	Subject	Publisher	Format	Title / Título
Transitional Kindergarten	Language Arts	Scholastic	T.E.'s (set of 8)	Scholastic Big Day
	Math	Touchmath	4 Unit Boxes	TouchMath
Kindergarten	Language Arts	Houghton Mifflin	Big Books (20 big books)	Welcome to School Big Books
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Flipbook	(ENG)CA Science or (ST/SPAN)CA Ciencias
	Social Studies	H.M. Harcourt	Big Book	(ENG)Our World, Now and Long Ago or (ST/SPAN)Nuestro mundo, ahora y antes
1st Grade	Language Arts	Houghton Mifflin	Student Anthology, Level 1.1	(ENG)Here We Go or (ST/SPAN)Aquí vamos!
			Student Anthology, Level 1.2	(ENG)Let's Be Friends or (ST/SPAN)Seamos amigos
			Student Anthology, Level 1.3	(ENG)Surprises or (ST/SPAN)Sorpresas
			Student Anthology, Level 1.4	(ENG)Treasures or (ST/SPAN)Tesoros
			Student Anthology, Level 1.5	(ENG)Wonders or (ST/SPAN)Maravillas
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Unit Big Book Package - English Component (4 big books)	<i>Life Science, Earth Science, Physical Science and Be A Scientist</i>
			Textbook - ST/SPANish Component	CA Ciencias
	Social Studies	H.M. Harcourt	CA Unit Soft Big Book Collection (set of 6)	(ENG)A Child's View or (ST/SPAN) Con los ojos de un niño
2nd Grade	Language Arts	Houghton Mifflin	Student Anthology, Level 2.1	(ENG)Adventures or (ST/SPAN)Aventuras
			Student Anthology, Level 2.2	(ENG)Delights or (ST/SPAN) Encantos
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	(ENG)CA Science or (ST/SPAN)CA Ciencias
	Social Studies	H.M. Harcourt	Textbook	(ENG)People We Know or (ST/SPAN)La gente que conocemos
3rd Grade	Language Arts	Houghton Mifflin	Student Anthology, Level 3.1	(ENG)Rewards or (ST/SPAN)Recompensas
			Student Anthology, Level 3.2	(ENG)Horizons or (ST/SPAN)Horizontes
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	Our Communities
4th Grade	Language Arts	Houghton Mifflin	Textbook	Traditions
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	A Changing State

NATIONAL SCHOOL DISTRICT CORE CURRICULUM 2018-2019

Grade	Subject	Publisher	Format	Title / Titulo
5th Grade	Language Arts	Houghton Mifflin	Textbook	Expeditions
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	The United States: Making a New Nation
6th Grade	Language Arts	Houghton Mifflin	Textbook	Triumphs
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	Ancient Civilizations
SDC Mild/Mod	Language Arts	Cambium	Kit	Read Well
		Cambium	Textbook & Interactive Text	California LANGUAGE Live!
	Math	Houghton Mifflin	Multi-Volume Student Edition (K-5th) or Student Edition(6th)	GO Math!
		Touchmath	4 Unit Boxes (TK)	Touchmath
	Science	McGraw-Hill	Big Book(K) or 4 Big Books(1st) or textbooks(2nd-6th)	CA Science
	Social Studies	H.M. Harcourt	Big Book(K) or 6 Big Books(1st) or textbooks(2nd-6th)	Reflections
SDC Mod/Severe	Language Arts	n2y	Software	Unique Learning System
	Math	n2y	Software	Unique Learning System
	Science	n2y	Software	Unique Learning System
	Social Studies	n2y	Software	Unique Learning System

Agenda Item: **16. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: None

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Accept the Actuarial Study for the National School District Other Post-Employment Benefits.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Governmental Accounting Standards Board (GASB) pronouncement #45 establishes standards for governmental agencies to report their costs and obligations relating to other post-employment benefits. The term "post-employment benefits" refers to benefits earned during employment, but used after employment has ended. The most common example of post-employment benefits, other than pensions, is retiree health benefits.

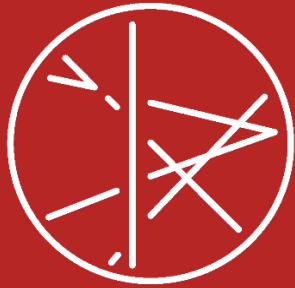
Most school district pay for post-employment health benefits on a "pay-as-you-go" basis to employees who retire and qualify for post-retirement health benefits. Until implementation of GASB 45, school districts have not been required to set funds aside to pay for future retiree health benefits. GASB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

GASB 45 is a governmental accounting standard which requires a significant number of actuarial calculations on which post-employment benefit costs are determined. Once these costs are finalized, a report is provided to the District identifying all liabilities and projected expenses required to meet its retiree health benefit program costs according to GASB 45 guidelines.

Comments: This is the fourth Actuarial Study of National School District's GASB 45 post-employment benefits cost that has been performed. National School District is required to update and disclose these costs every two years.

Recommended Motion: Accept the Actuarial Study for the National School District Other Post-Employment Benefits.

Attachments:
GASB 75 Actuarial Valuation Report



nyhart

GASB No. 75 ACTUARIAL VALUATION

**Fiscal Year Ending June 30, 2018
(Measured at December 31, 2017)**

National School District

Nyhart Actuary & Employee Benefits
530 B Street, Ste. 900, San Diego, CA 92101
(619) 239-0831 – www.nyhart.com

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Mr. Christopher Carson
National School District
1500 N Avenue
National City, CA 91950

7/31/2018

This report summarizes the GASB actuarial valuation for the National School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2018 (measured at December 31, 2017). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period and roll-forward techniques); and changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries “Code of Professional Conduct” Precept 7 regarding conflict of interest. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Should you have any questions please do not hesitate to contact us.

Marilyn Jones, ASA, EA, MAAA
Consulting Actuary

Luis Murillo, ASA, MAAA
Valuation Actuary

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Valuation Results Summary

As of Valuation Date: December 31, 2017

	Certificated	Classified	Total
Present Value of Employer Contributions			
Actives	\$ 20,917,150	\$ 6,008,711	\$ 26,925,861
Retirees	1,170,302	1,074,985	2,245,287
Total	<u>\$ 22,087,452</u>	<u>\$ 7,083,696</u>	<u>\$ 29,171,148</u>
<i>Portion due to Explicit</i>	<i>\$ 12,552,729</i>	<i>\$ 3,878,614</i>	<i>\$ 16,431,343</i>

Total (Accrued) OPEB Liability			
Actives	\$ 9,244,740	\$ 3,521,170	\$ 12,765,910
Retirees	1,170,302	1,074,985	2,245,287
Total	<u>\$ 10,415,042</u>	<u>\$ 4,596,155</u>	<u>\$ 15,011,197</u>
<i>Portion due to Explicit</i>	<i>\$ 5,897,991</i>	<i>\$ 2,534,079</i>	<i>\$ 8,432,070</i>

	Explicit	Implicit	Total
Projected Employer Contributions			
2018	\$ 386,794	\$ 293,671	\$ 680,465
2019	425,383	308,599	733,982
2020	453,834	337,566	791,400
2021	473,189	365,788	838,977
2022	503,988	391,584	895,572
2023	531,818	404,019	935,837
2024	577,687	454,400	1,032,087
2025	573,956	457,652	1,031,608
2026	602,095	467,678	1,069,773
2027	648,600	502,082	1,150,682

Actuarial Assumptions as of Valuation Date

Inflation	2.75%
Salary increases	3.00%
Discount rate	3.35%

Plan Membership

Inactive plan members or beneficiaries currently receiving benefits	97
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	<u>479</u>
	576

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
GASB 75 Summary

Net OPEB Liability

The components of the Net OPEB Liability at December 31,

	<u>2017</u>
Total OPEB Liability	\$ 15,011,197
Plan fiduciary net position	<u>0</u>
Net OPEB Liability	<u>\$ 15,011,197</u>
Plan fiduciary net position as a % of the Total OPEB Liability	0.00%
OPEB Expense for the Fiscal Year Ended December 31,	\$ 1,550,645

Actuarial Assumptions

The Total OPEB Liability was determined using the following actuarial assumptions.

Inflation	2.75%
Salary increases	3.00%
Investment rate of return	N/A
Discount rate	3.35%

Plan Membership

The Total OPEB Liability was determined based on the plan membership as of December 31,

	<u>2017</u>
Inactive plan members or beneficiaries currently receiving benefits	97
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	<u>479</u>
	576

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Statement of Changes in Fiduciary Net Position

Additions	December 31, 2017
Contributions:	
Employer	\$ 648,062
Member	0
Nonemployer Contributing Entity	0
Total contributions	<u>\$ 648,062</u>
Investment income:	
Net increase in fair value of investments	\$ 0
Interest and dividends	0
Less investment expense, other than from securities lending	0
Net income other than from securities lending	<u>\$ 0</u>
Securities lending income	0
Less securities lending expense	0
Net income from securities lending	<u>\$ 0</u>
Net investment income	<u>\$ 0</u>
Other	0
Total additions	<u>\$ 648,062</u>
Deductions	
Benefit payments	\$ 648,062
Administrative expense	0
Investment Fees	0
Total deductions	<u>\$ 648,062</u>
Net increase in net position	<u>\$ 0</u>
Net position restricted for OPEB	
Beginning of year	<u>\$ 0</u>
End of year	<u>\$ 0</u>

Note: The employer contributions include retiree benefit payments inclusive of subsidy not reimbursed from the trusts.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Schedule of Changes in Net OPEB Liability and Related Ratios

Total OPEB Liability	2017
Service cost	\$ 1,053,567
Interest	497,078
Changes of benefit terms	0
Differences between expected and actual experience	0
Changes of assumptions	0
Benefit payments, including refunds of member contributions	(648,062)
Net change in Total OPEB Liability	902,583
Total OPEB Liability - beginning	14,108,614
Total OPEB Liability - ending (a)	\$ 15,011,197
Plan fiduciary net position	
Contributions - employer	\$ 648,062
Contributions - member	0
Contributions - nonemployer contributing member	0
Net investment income	0
Benefit payments, including refunds of member contributions	(648,062)
Administrative expenses	0
Other	0
Net change in plan fiduciary net position	\$ 0
Plan fiduciary net position - beginning	0
Plan fiduciary net position - ending (b)	\$ 0
Net OPEB Liability - ending (a) - (b)	\$ 15,011,197
Plan fiduciary net position as a percentage of the total OPEB liability	0.0%
Covered - employee payroll	\$ 33,246,000
Net OPEB Liability as percentage of covered-employee payroll	45.2%

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
OPEB Expense

Service cost	\$ 1,053,567
Interest on Total OPEB Liability	497,078
Projected earnings on OPEB plan investments	0
Reduction for contributions from active employees	0
OPEB plan administrative expense	0
Changes of benefit terms	0
Other changes	0
Current period recognition of deferred outflows/(inflows) of resources	
Differences between Expected & Actual Experience in measurement of the Total OPEB Liability	0
Changes of assumptions	0
Differences between Projected & Actual Earnings on OPEB Plan Investments	0
Annual OPEB Expense	\$ 1,550,645

Retiree Health Plan

GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

Differences between expected and actuarial experience in measurement of the Total OPEB Liability for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	12/31/2017 Balance
December 31, 2017	\$ 0	N/A	\$ 0	\$ 0
Total			<u>\$ 0</u>	<u>\$ 0</u>

Changes of assumptions for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	12/31/2017 Balance
December 31, 2017	\$ 0	N/A	\$ 0	\$ 0
Total			<u>\$ 0</u>	<u>\$ 0</u>

Differences between projected and actual earnings on OPEB plan investments for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	12/31/2017 Balance
December 31, 2017	\$ 0	5	\$ 0	\$ 0
Total			<u>\$ 0</u>	<u>\$ 0</u>

The balances as of December 31, 2017 of the deferred outflows/(inflows) of resources will be recognized in OPEB expense for the period ending December 31,

2018	\$ 0
2019	\$ 0
2020	\$ 0
2021	\$ 0
2022	\$ 0
Thereafter	\$ 0

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Net OPEB Liability Sensitivity

Discount rate

The discount rate used to measure the Total OPEB Liability is 3.35%.

Sensitivity of the Net OPEB Liability to changes in the discount rate

The following presents the Net OPEB Liability, calculated using the discount rate of 3.35%, as well as what the Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.35%) or 1-percentage-point higher (4.35%) than the current rate:

	1% Decrease (2.35%)	Current Discount Rate (3.35%)	1% Increase (4.35%)
Net OPEB Liability	\$ 16,181,267	\$ 15,011,197	\$ 13,911,344

Sensitivity of the Net OPEB Liability to changes in healthcare cost trend rates

	1% Decrease (5.00%HMO/5.50%PPO decreasing to 4.00%HMO/4.00%PPO)	Current Healthcare Cost Trend Rates (6.00%HMO/6.50%PPO decreasing to 5.00%HMO/5.00%PPO)	1% Increase (7.00%HMO/7.50%PPO decreasing to 6.00%HMO/6.00%PPO)
Net OPEB Liability	\$ 13,386,383	\$ 15,011,197	\$ 16,920,695

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Schedule of Contributions

This schedule is not required for unfunded OPEB plans.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Valuation Data

The valuation was based on the census furnished to us by the District. The following tables display the age distribution for retirees and the age/service distribution for active employees as of the Measurement Date.

Age Distribution of Eligible Retired Participants & Beneficiaries

	Certificated	Classified	Total <65	65 & Older	Total
<55	0	0	0	0	0
55-59	4	6	10	0	10
60-64	29	8	37	0	37
65-69	0	0	0	28	28
70-74	0	0	0	11	11
75+	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>	<u>11</u>
Total:	33	14	47	50	97
Average Age:	62.4	60.3	61.8	71.3	66.7
Average Retirement Age:	59.3	58.0	58.9	61.8	60.4

Age/Service Distribution of All Active Eligible Employees*

Age	Service										Total
	0 4	5 9	10 14	15 19	20 24	25 29	30 34	35 39	40 44		
20-24	6										6
25-29	41	3									44
30-34	34	14	3								51
35-39	27	16	19	4							66
40-44	22	11	19	19	3						74
45-49	15	9	11	25	19	1					80
50-54	5	10	8	12	15	5	1				56
55-59	9	4	12	12	14	8	8	1			68
60-64	1	3	1	8	5	6	1	0			25
65-69	1	1	0	1	1	1	1	0	0		6
70+	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>3</u>
Total:	161	71	74	82	58	21	11	1	0		479
Average Age:			44.8								
Average Service:			11.3								
Estimated Payroll:			\$33,246,000								

*Excludes Board Members.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Valuation Data

Age/Service Distribution of Active Eligible Certificated Employees

Age	Service									Total
	0 4	5 9	10 14	15 19	20 24	25 29	30 34	35 39	40 44	
20-24	2									2
25-29	30	3								33
30-34	26	13	1							40
35-39	20	14	17	4						55
40-44	14	8	16	15	3					56
45-49	11	7	7	18	18	1				62
50-54	3	7	3	7	11	4	1			36
55-59	3	2	1	6	10	3	7	1		33
60-64	1	1	0	2	3	4	0	0		11
65-69	0	0	0	0	1	0	1	0	0	2
70+	0	0	0	1	1	0	0	0	0	2
Total:	110	55	45	53	47	12	9	1	0	332
Average Age: 43.4										
Average Service: 11.4										
Estimated Payroll: \$25,893,000										

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Valuation Data

Age/Service Distribution of Active Eligible Classified Employees

Age	Service									Total
	0 4	5 9	10 14	15 19	20 24	25 29	30 34	35 39	40 44	
20-24	4									4
25-29	11									11
30-34	8	1	2							11
35-39	7	2	2							11
40-44	8	3	3	4						18
45-49	4	2	4	7	1					18
50-54	2	3	5	5	4	1				20
55-59	6	2	11	6	4	5	1	0		35
60-64	0	2	1	6	2	2	1	0		14
65-69	1	1	0	1	0	1	0	0	0	4
70+	0	0	1	0	0	0	0	0	0	1
Total:	51	16	29	29	11	9	2	0	0	147
Average Age: 48.1										
Average Service: 11.0										
Estimated Payroll: \$7,354,000										

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Benefit Plan Provisions

This study analyzes the postretirement health benefit plans provided by the District. The postretirement health plans and the District's obligation vary by employee group as described below.

Certificated Employees

The District provides retiree medical including prescription drug benefits to eligible retirees to the retirees' attainment of age 65. Eligibility for retiree medical benefits requires retirement under STRS on or after age 55 with at least 15 years of full-time District eligible service. The District's contribution is 100% of the cost for retiree only medical coverage. The retiree may cover their spouse and eligible dependents on a self-pay basis.

Classified Employees

The District provides retiree medical including prescription drug benefits to eligible retirees to the retirees' attainment of age 65. Eligibility for retiree medical benefits requires retirement under PERS on or after age 55 with at least 10 years of full-time District eligible service. The District's contribution for the cost for retiree only medical coverage varies based on eligible service at retirement as follows:

<i>Service at Retirement</i>	<i>District's Contribution Percentage</i>
15+	100%
14	90%
13	80%
12	70%
11	60%
10	50%

The retiree may cover their spouse and eligible dependents on a self-pay basis. The District does not provide any coverage beyond age 65.

Management Employees

Management employees receive the same benefits as their respective employee group.

Board Members

Board members not already in receipt of retiree medical benefits do not receive benefits.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Benefit Plan Provisions

Premium Rates

The District participates in the California Schools VEBA. The VEBA is considered a community-rated plan. Premium rates may vary by plans selected, coverage tier and Medicare eligibility. In general, the District currently offers medical coverage through Kaiser and three United Healthcare HMO plans.

The premiums billed for retiree medical coverage under age 65 are the same as those for active medical coverage. Thus, the District is providing a “rate subsidy” to the retirees based on this blended rate. GASB 75 requires that when an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently. This requires valuing any “rate subsidy” as an additional financial obligation to the District. Under GASB 75, certain community-rated plans are eligible for an exemption from valuing the “rate subsidy”.

The following tables summarize the current monthly funding rates for medical coverage’s that are applicable to the District’s retired employees for the Kaiser and United Healthcare (UHC) HMO plans. All premiums are tenths and are effective January 1, 2018 through December 31, 2018.

Medical Benefits:

Certificated	Kaiser	UHC Network 1	UHC Network 2	UHC Network 3	UHC Alliance
Retiree Only	\$698.00	\$832.00	\$1,077.00	\$1,276.00	\$975.00
Retiree Plus Spouse	\$1,379.00	\$1,630.00	\$2,117.00	\$2,504.00	\$1,852.00

Classified	Kaiser	UHC Network 1	UHC Network 2	UHC Network 3
Retiree Only	\$698.00	\$832.00	\$1,117.00	\$1,281.00
Retiree Plus Spouse	\$1,379.00	\$1,630.00	\$2,192.00	\$2,511.00

Dental Benefits:

	Delta Dental	Delta Care/ PMI	Superior Vision	VSP Vision
Composite	\$123.90	\$98.14	\$22.16	\$15.68

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Actuarial Assumptions and Methods

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Fiscal Year: July 1st to June 30th

Valuation Date: December 31, 2017

Measurement Date: December 31, 2017 for FYE2018

Funding Policy: Pay-as-you-go

Discount Rate: 3.35% per annum. This discount rate is the average, rounded to 5 basis points, of the range of 3-20 year municipal bond rate indices: S&P Municipal Bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO index, Fidelity GO AA 20 Year Bond Index.

[The prior valuation used 4%]

Sensitivity analysis showing a 1% increase and decrease in the discount rate is also provided.

Inflation: 2.75% per annum

Payroll Increases: 3.0% per annum, in aggregate

Pre-retirement Turnover: Termination rates for Classified and Management and other employees in PERS are based on the most recent rates used by CalPERS for the pension valuation. Sample rates are as follows:

Service	Entry Age			
	20	30	40	50
0	17.30%	15.25%	13.19%	11.14%
5	10.94%	8.70%	6.46%	1.07%
10	8.01%	5.72%	0.74%	0.25%
15	6.52%	4.18%	0.32%	0.02%
20	4.93%	0.38%	0.02%	0.02%
25	3.28%	0.10%	0.02%	0.02%
30	0.15%	0.02%	0.02%	0.02%

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Actuarial Assumptions and Methods

Termination rates for Certificated employees and Management employees in STRS are based on the most recent rates used by the California State Teachers Retirement System (STRS) pension valuation. Sample rates for male and females are as follows:

Service	Male	Female
0	16.0%	15.0%
5	3.9%	3.9%
10	1.8%	1.8%
15	0.9%	0.9%
20	0.5%	0.5%
25	0.3%	0.3%
30	0.2%	0.2%

Mortality Rates:

Mortality rates are based on the most recent rates used by CalPERS and STRS for the pension valuations. Sample rates are as follows:

CalPERS	Actives		Retirees	
Age	Males	Females	Males	Females
25	0.040%	0.023%		
30	0.049%	0.025%		
35	0.057%	0.035%		
40	0.075%	0.050%		
45	0.106%	0.071%		
50	0.155%	0.100%		
55	0.228%	0.138%	0.599%	0.416%
60	0.308%	0.182%	0.710%	0.436%
65	0.400%	0.257%	0.829%	0.588%
70			1.305%	0.993%
75			2.205%	1.722%
80			3.899%	2.902%

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Actuarial Assumptions and Methods

STRS	Actives		Retirees*	
Age	Males	Females	Males	Females
25	0.023%	0.013%		
30	0.033%	0.014%		
35	0.034%	0.018%		
40	0.057%	0.034%		
45	0.076%	0.041%		
50	0.103%	0.063%		
55	0.143%	0.093%	0.164%	0.118%
60	0.238%	0.179%	0.300%	0.254%
65	0.435%	0.368%	0.596%	0.468%
70			1.095%	0.864%
75			1.886%	1.451%
80			3.772%	2.759%

* Rates applicable to future retirees include a 2 year setback.

Retirement Rates:

Age	Percent Retiring*	
	Classic	PEPRA
55	25.0%	20.0%
56	10.0%	7.5%
57	10.0%	10.0%
58	10.0%	10.0%
59	15.0%	15.0%
60	15.0%	15.0%
61	20.0%	15.0%
62	35.0%	25.0%
63	35.0%	25.0%
64	35.0%	25.0%
65	45.0%	35.0%
66	35.0%	30.0%
67	30.0%	30.0%
68	30.0%	30.0%
69	30.0%	30.0%
70	100.0%	100.0%

* Of those having met eligibility to receive District paid pension benefits. The percentage refers to the probability that an active employee who has reached the stated age will retire within the following year. PERS employees are also assumed to retire at rates of 2% per year from age 50 to 55.

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Actuarial Assumptions and Methods

Retirement Eligibility Age: The earliest retirement age assumed for employees who participate in STRS is age 55. The earliest retirement age assumed for employees who participate in PERS is age 50. The earliest retirement age assumed for employees participating in PERS and subject to the PEPRa benefit formula is age 52.

Participation Rates: 97.5% of active employees meeting eligibility requirements are assumed to elect retiree health coverage at retirement. Future retirees are assumed to elect medical plans based on similar elections as current retirees. Actual plan coverage is used for current retirees.

Spouse Coverage: 30% of future retirees electing coverage are assumed to elect coverage for their spouse.

Claim Cost Development: The valuation claim costs are based on the premiums paid for medical insurance coverage. The valuation was based on the medical premiums furnished by the District. The District participates in the California Schools VEBA which was considered a community-rated plan. An implicit rate subsidy can exist when the non-Medicare rates for retirees are the same as for active employees. Since non-Medicare eligible retirees are typically much older than active employees, their actual medical costs are typically higher than for active employees. The current valuation contains an estimate of the implicit rate subsidy. Sample annual costs used in the valuation are provided in the following table.

		United Healthcare HMO Network 1	United Healthcare HMO Network 2	United Healthcare HMO Network 3	United Healthcare Alliance
Age	Kaiser				
50-54	\$ 7,942	\$ 9,466	\$12,254	\$14,518	\$11,093
55-59	\$ 9,623	\$11,471	\$14,848	\$17,592	\$13,442
60-64	\$12,146	\$14,477	\$18,740	\$22,203	\$16,965

Medical Trend Rates: The current medical costs are assumed to increase at the following trend rates:

Year	HMO	PPO
2019	6.0%	6.5%
2020	5.5%	6.0%
2021	5.0%	5.5%
2022+	5.0%	5.0%

[The prior valuation assumed that the initial trend rate would be 0.5% lower]

Retiree Health Plan
GASB 75 Report Fiscal Year Ending June 30, 2018 (Measured at December 31, 2017)
Actuarial Assumptions and Methods

Actuarial Cost Method:	<p data-bbox="512 224 1969 321">The actuarial cost method used to determine the allocation of the retiree health actuarial liability to the past (accrued), current and future periods is the Entry Age Normal (EAN) cost method. The EAN cost method is a projected benefit cost method which means the “cost” is based on the projected benefit expected to be paid at retirement.</p> <p data-bbox="512 362 1969 524">The EAN normal cost equals the level annual amount of contribution from the employee’s date of hire (entry date) to their retirement date that is sufficient to fund the projected benefit. For plans unrelated to pay, the normal cost is calculated to remain level in dollars; for pay-related plans the normal cost is calculated to remain level as a percentage of pay. The valuation is based on percentage of pay basis. The EAN actuarial accrued liability equals the present value of all future benefits for retired and current employees and their beneficiaries less the portion expected to be funded by future normal costs.</p> <p data-bbox="512 565 1220 597"><i>[The prior valuation used the Projected Unit Credit Cost Method]</i></p> <p data-bbox="512 638 1969 699">All employees eligible as of the Valuation Date in accordance with the provisions of the Plan listed in the data provided by the District were included in the valuation.</p>
Market Value of Assets:	As of the valuation date, there were no reported GASB eligible assets.

Agenda Item: **17.B. Discuss transportation schedules, impacts, and potential solutions.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary /
Abstract: At the last Board meeting public comment was given regarding long route times for buses.

This item is an opportunity for staff to discuss the topic with the Board and brainstorm some potential next steps.

Agenda Item:

18. BOARD WORKSHOP

Agenda Item:

19. BOARD/CABINET COMMUNICATIONS

Agenda Item:

20. ADJOURNMENT