



Governing Board Agenda

October 10, 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, October 10, 2018

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Betancourt-

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

3. ADJOURN TO CLOSED SESSION

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

Closed session in accordance with Government Code Section 54956.9(d)(1):

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

OAH Case No. 2018050565

OAH Case No. 2018050958

Closed session in accordance with Government Code Section 54957:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Closed session in accordance with Government Code section 54957:

COMPLAINTS OR CHARGES AGAINST PUBLIC EMPLOYEE.

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 Kimball School students.

Luz Vicario, Principal,
Kimball

9.B. Recognize Lourdes Briseño, Kimball School, as the National School District Volunteer of the Month for October 2018.	Luz Vicario, Principal, Kimball
9.C. Presentation of School Resource Officers.	Sharmila Kraft, Assistant Superintendent, Educational Services
9.D. Introduce and welcome the new employees.	Leticia Hernandez, Assistant Superintendent, Human Resources
10. PUBLIC COMMUNICATIONS Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.	Maria Betancourt- Castañeda, Board President
11. AGENDA	
11.A. Approve agenda.	Leighangela Brady, Superintendent
12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS	
12.A. Minutes	
12.A.I. Approve the minutes of the Regular Board Meeting held on September 12, 2018.	Leighangela Brady, Superintendent
12.A.II. Approve the minutes of the Special Board Meeting held on September 25, 2018.	Leighangela Brady, Superintendent
12.B. Administration	
12.B.I. Approve Agreement #CT3543 with the San Diego County Office of Education (SDCOE) for \$750.00 reimbursement to the District for the District Superintendent participation in the San Francisco Technology Tour on October 15 & 16, 2018.	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. 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.III. Approve Classified Employee of the Year qualifications and nomination criteria for 2018-2019 school year.	Leticia Hernandez, Assistant Superintendent, Human Resources
12.C.IV. Approve Teacher of the Year qualifications and nomination criteria for 2019.	Leticia Hernandez, Assistant Superintendent, Human Resources
12.D. Educational Services	
12.D.I. Adopt Resolution #18-19.18 proclaiming October 22-26, 2018 as Red Ribbon Week in National School District.	Sharmila Kraft, Assistant Superintendent, Educational Services
12.E. Business Services	
12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.	Christopher Carson, Assistant Superintendent, Business Services
13. GENERAL FUNCTIONS	
13.A. Presentation of Report from San Diego County Superintendent of Schools Regarding William's Settlement Findings for 2018–2019 Site Visits.	Leighangela Brady, Superintendent
13.B. Approve Employment Agreement with Leighangela Brady, Ed.D., Superintendent.	Maria Betancourt- Castañeda, Board President
13.C. Amend Employment Agreement with Christopher Carson, Assistant Superintendent of Business Services.	Leighangela Brady, Superintendent
13.D. Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.	Leighangela Brady, Superintendent
13.E. Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.	Leighangela Brady, Superintendent
14. EDUCATIONAL SERVICES	
14.A. Presentation of the California Assessment of Student Performance and Progress (CAASPP): NSD Student Achievement Report.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.B. Approve out of state travel for Dr. Sharmila Kraft to attend the Discovery STEM Women's Leadership Forum: Engaging Girls in STEM in St. Paul, Minnesota on October 15-16, 2018.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.C. Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant for the 2018-2019.	Sharmila Kraft, Assistant Superintendent, Educational Services

14.D. Amend Contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.E. Approve #CT3539 for health services to be provided by Premier Healthcare Services for student #3713100 during the 2018-2019 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.F. Amend #CT3487 for student #3431120668 for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-2019 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.G. Approve two days of Licensed Vocational Nurse (LVN) health care service for students with chronic disorders.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.H. Approve Contract #CT3526 with the San Diego Guild of Puppetry to provide a puppet theater residency for Palmer Way School students.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.I. Approve Contract #CT3527 with Mad Science of San Diego for a Drug Free Assembly/Performance at Ira Harbison School.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.J. Approve Consultant Contract #CT3533 with Becky Walker to provide dance lessons for all sixth grade students at Palmer Way School.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.K. Approve Consultant Contract #CT3534 with San Diego County Office of Education (SDCOE) for "librarian of record" services.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.L. Approve Contract #CT3535 with K-12 Alliance at WestEd to provide professional development on the Next Generation Science Standards engineering standards for National School District.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.M. Approve Contract #CT3538 with UCSD-CREATE for academic math language professional development for NSD teachers.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.N. Approve Contract #CT3541 with Catalina Maynard for professional development and consultation on visual and performing arts for NSD after school programs.	Sharmila Kraft, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES

15.A. Approve the negotiated agreement for 2018-2021 school years between the National City Elementary Teachers Association (NCETA) and the Governing Board of National School District.	Leticia Hernandez, Assistant Superintendent, Human Resources
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| 15.B. Approve the negotiated agreement for the 2018-2021, school years between the California School Employees Association (CSEA) and its National Chapter 206 and the National School District. | Leticia Hernandez,
Assistant Superintendent,
Human Resources |
| 15.C. Approve a four percent (4%) increase on the current salary schedule for confidential, management and supervisory personnel effective October 1, 2018 and a 2% increase for the 2019-2020 school year effective July 1, 2019. | Leticia Hernandez,
Assistant Superintendent,
Human Resources |

16. BUSINESS SERVICES

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| 16.A. Approve Contract #CT3542 with BCK Programs, LLC for Sustainability Consulting Services. | Christopher Carson,
Assistant Superintendent,
Business Services |
| 16.B. Accept gifts. | Christopher Carson,
Assistant Superintendent,
Business Services |

17. BOARD WORKSHOP

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| 17.A. Review and discuss suggested revisions and updates to Board Policies and Administrative Regulations. | Maria Betancourt-
Castañeda, Board
President |
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18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

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

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

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH Case No. 2018050565
OAH Case No. 2018050958

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

Closed session in accordance with Government Code section 54957:
COMPLAINTS OR CHARGES AGAINST PUBLIC EMPLOYEE.

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

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary / Board:

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

Staff:

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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Kimball School students.**

Speaker: Luz Vicario, Principal, Kimball & Barbara Avalos, Board Member

Quick Summary / Abstract: Using Google Slides and PREZI, Kimball students will discuss and present highlights on a literary work they have read.

Students will conduct their presentation entirely in Spanish.

Agenda Item: **9.B. Recognize Lourdes Briseño, Kimball School, as the National School District Volunteer of the Month for October 2018.**

Speaker: Luz Vicario, Principal, Kimball & Maria Dalla, Board Member

Quick Summary / Abstract: Lourdes Briseño has been a volunteer at Kimball School since August 2016. In 2017-2018 Kimball established its PTA and Mrs. Briseño was elected as our Historian. Mrs. Briseño was a key player in the success of our Fall Festival, Winter Program (making decorations and set-up), Toys for Tots (wrapping and distribution of gifts), Teacher Appreciation Day, and Day of the Child.

Mrs. Briseño has dedicated many volunteer hours at school as well as organizing school events from home. You can see Mrs. Briseño's dedication daily as you enter our school. She has selflessly created the beautiful paper flowers which adorn the Kimball Office, hallway, and health office. Parents, staff, and visitors who walk into our office are amazed and enchanted by these beautiful decorations.

Not only is Mrs. Briseño very talented, she is also kind, hardworking, pleasant, dedicated, and devoted to her twin children who attend Kimball School.

Agenda Item: **9.C. Presentation of School Resource Officers.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: At the August 8, 2018 Board meeting, the Governing Board approved an annual agreement to partner with the National City Police Department for School Resource Officers.

This presentation will introduce current SROs to the Board, as well as provide an update on services and deliverables under the approved contract.

Comments: National School District has partnered with the National City Police Department to provide school resource officer services since 1995. Under this agreement the school resource officers provide enforcement, staff training, safety consultation and educational programs for our students.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the September 12, 2018 and September 25, 2018 Governing Board Meetings.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 10/10/18		
Name	Position	Location
1. Lauren Adiova	Classroom Teacher-Roving	Las Palmas and Olivewood Schools
2. Neshteman Behrouzi	Classroom Teacher	Central School
3. Irma Cadena	School Counselor	Central School
4. Stephanie Cobian	Campus Student Supervisor	Ira Harbison School
5. Cara Cooke	Classroom Teacher	Ira Harbison School
6. Erica Durazo	School Counselor	Kimball School
7. Ana Garcia	Preschool Teacher	Preschool Center
8. Kelsey Hansen	Classroom Teacher	Ira Harbison School
9. Adolfo Lopez	Child Nutrition Services Delivery Driver	Child Nutrition Services Department
10. Alexia Lopez	School Counselor	Kimball School
11. Miriam Ramirez	Library Media Specialist	John Otis School
12. Maria Reynoso	Campus Student Supervisor	Las Palmas School
13. Pauline Roybal	Transportation Student Attendant	Transportation Department
14. Gualberto Solares	Custodian – Night	Rancho de la Nación School
15. David Valencia	School Counselor	Lincoln Acres 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 September 12, 2018.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Regular Board Meeting held on September 12, 2018.

Attachments:
9/12/18-Regular Minutes

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

September 12, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:05 PM:

Present:

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

1. CALL TO ORDER

President Betancourt-Castañeda called the meeting to order at 4:00 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed Session was held from 4:00 p.m. to 6:03 p.m.

No action was taken in Closed Session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

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

7. PLEDGE OF ALLEGIANCE

Lincoln Acres Student, Quincy Rosure, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Jocelyn Gomez took roll call.

9. PRESENTATIONS

9.A. Presentation by Lincoln Acres School students.

Students from Lincoln Acres School gave a presentation on the Flint water crisis.

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

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

Recognized Mrs. Luisa Lopez, Lincoln Acres School, as the National School District Volunteer of the Month for August 2018. Principal, Mr. Raymond Ruiz, introduced Mrs. Lopez and commented on her many fine qualities.

On behalf of the Governing Board, Ms. Maria Dalla presented Mrs. Lopez with a certificate and a logo clock.

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

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

Board Member, Brian Clapper commented on his many fine qualities.

9.D. Recognize Marina Directo, Fifth Grade Teacher, John Otis School, as National School District Employee of the Month for September 2018.

Recognize Marina Directo, Fifth Grade Teacher, John Otis School, as National School District Employee of the Month for September 2018. Principal, Leticia Segura, introduced Ms. Directo and commented on her many fine qualities.

On behalf of the Governing Board, Ms. Barbara Avalos presented Ms. Directo with a certificate and a District logo watch.

9.E. Introduce and welcome the new employees.

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

Board President, Maria Betancourt-Castañeda, presented the new employees with a District pin.

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Approve agenda.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

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 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.A. Minutes

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

12.A.II. Approve the minutes of the Special Board Meeting held on August 22, 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.C.IV. Approve the appointment of the attached as PAR Council Members for the 2018-2019 school year.

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.

12.E.II. Adopt Resolution #18-19.15 regarding "National School Lunch Week," October 15-19, 2018.

12.E.III. Adopt Resolution #18-19.16 relative to compliance with the Expenditure Limitation Initiative (Gann Limit-Attached).

13. GENERAL FUNCTIONS

13.A. Discuss and nominate CSBA Directors-at-Large.

This item will be brought forward at a future meeting.

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

Board President Maria Betancourt-Castañeda discussed Board and District participation in the 2018 Maytime Band Review parade.

Ray Juarez, community member, spoke regarding Maytime Band Review.

13.C. Adopt Resolution #18-19.14 in support of an accurate 2020 Census opposing the citizenship question.

Motion Passed: Adopt Resolution #18-19.14 in support of an accurate 2020 Census opposing the citizenship question 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

13.D. Approve agreement with Tickets for Kids Charities to receive student incentives throughout the year.

Motion Passed: Approve agreement with Tickets for Kids Charities to receive student incentives throughout the year passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

14. POLICIES, REGULATIONS, BYLAWS

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

14.B. Adopt revisions to Board Bylaw 9324 and Board Bylaw 9250.

Motion Passed: Adopt revisions to Board Bylaw 9324 and Board Bylaw 9250 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. EDUCATIONAL SERVICES

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

Hearing opened at 7:37 pm., closed at 7:37 pm. There were no speakers for the hearing.

15.B. 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.

Motion Passed: 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 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

15.C. 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.

Motion Passed: 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, with correction to the contract approval date 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.D. Approve Contract #CT3522 with Building Block Entertainment Inc. to provide assemblies for Lincoln Acres School.

Motion Passed: Approve Contract #CT3522 with Building Block Entertainment Inc. to provide assemblies for Lincoln Acres School 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

15.E. Approve subscription with Thrively software for each child and teacher at every NSD school campus.

Motion Passed: Following discussion approve subscription with Thrively software for each child and teacher at every NSD school campus 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

15.F. Approve Contract #CT3532 with Miguel Montiel, Coastal Speech Therapy, Inc. for an Independent Speech & Language Evaluation for student #3708625.

Motion Passed: Following discussion approve Contract #CT3532 with Miguel Montiel, Coastal Speech Therapy, Inc. for an Independent Speech & Language Evaluation for student #3708625 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.G. Approve contract between the National School District Governing Board and the San Diego County Office of Education for fund reimbursement for a preschool embedded coach.

Motion Passed: Following discussion approve contract between the National School District Governing Board and the San Diego County Office of Education for fund

reimbursement for a preschool embedded coach 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. HUMAN RESOURCES

16.A. Approve Agreement #CT3335 with the San Diego County Office of Education to provide BTSA Induction Program to beginning teachers.

Motion Passed: Approve Agreement #CT3335 with the San Diego County Office of Education to provide BTSA Induction Program to beginning teachers 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

17. BUSINESS SERVICES

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

Mr. Chris Carson discussed transportation schedules, impacts, and potential solutions.

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

Motion Passed: Following discussion accept the Actuarial Study for the National School District Other Post-Employment Benefits 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

17.C. Report on year-end actual ending balances for the 2017-2018 year and budget revisions to the 2018-2019 adopted budget.

Mr. Chris Carson gave a presentation on the year-end actual ending balances for the 2017-2018 year and budget revisions to the 2018-2019 adopted budget.

17.D. Approve year-end actual ending balances for the 2017-2018 year and approve budget revisions to the 2018-2019 adopted budget. (Exhibit C)

Motion Passed: Approve year-end actual ending balances for the 2017-2018 year and budget revisions to the 2018-2019 adopted budget passed with a motion by Ms. Maria Dalla 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.E. Approve Contract #CT3530 with School Services of California for fiscal management information services.

Motion Passed: Following discussion approve Contract #CT3530 with School Services of California for fiscal management information services 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

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Maria Dalla said it was great news that the district reached a tentative agreement with NCETA. She congratulated the negotiating teams for their work.

Mr. Brian Clapper congratulated the negotiating teams for their work. He thanked the students for their wonderful presentation. He invited everyone to the Sweetwater High School homecoming game on Friday.

Ms. Barbara Avalos thanked the students for their wonderful presentation.

Ms. Alma Sarmiento shared an experience with a district student raising money for sixth grade camp.

Dr. Leticia Hernandez thanked the students for their wonderful presentation. She thanked the Governing Board for their support during negotiations with the unions.

Mr. Chris Carson thanked the students for their wonderful presentation. He congratulated, Christopher Krausie, Employee of the Month for August 2018.

Dr. Sharmila Kraft shared that a new team of counselors are joining the district. She shared

that Math training will be offered to teachers during Fall Break. She thanked the students for their wonderful presentation.

Dr. Leighangela Brady said it was great news that the district reached a tentative agreement with NCETA. She thanked the Board for their support during negotiations. She thanked the board for approving the three District resource teachers. She thanked the students for their wonderful presentation. She wished Mrs. Barbara Avalos a Happy Birthday. She invited the board to the "History of Rock-n-Roll" assembly on Monday, September 17 at 12:50 and 1:45 p.m. at Lincoln Acres School.

Ms. Maria Betancourt-Castañeda thanked the students for their wonderful presentation. She welcomed the new employees and congratulated the Employees and Volunteer of the Month. She wished Mrs. Barbara Avalos and her son, Ernesto Castañeda a Happy Birthday. She invited everyone to the Diablos first football game on Saturday.

20. ADJOURNMENT

The meeting was adjourned at 9:10 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on September 25, 2018.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Special Board Meeting held on September 25, 2018.

Attachments:
9/25/18-Special Minutes

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

September 25, 2018
9:00 AM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Maria Betancourt-Castañeda called the meeting to order at 9:02 a.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed Session was held from 9:03 a.m. to 10:27 a.m. and from 10:38 a.m. to 12:02 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 10:29 a.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. PUBLIC COMMUNICATIONS

None

10. GENERAL FUNCTIONS

10.1. Discuss and nominate CSBA Directors-at-Large.

Motion Passed: Nominate John Gordon as CSBA Directors-at-Large 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

Motion Passed: Nominate George Sanchez as CSBA Directors-at-Large passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

No Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

10.2. Adopt resolution #18-19.17 delegation of authority to enter into written agreements or written contracts under specific limitations.

Motion Passed: Adopt resolution #18-19.17 delegation of authority to enter into written agreements or written contracts under specific limitations 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

11. HUMAN RESOURCES

11.1. Ratify/approve recommended actions in personnel activity list.

Motion Passed: Following discussion ratify/approve recommended actions in personnel activity list 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

12. ADJOURNMENT

Board President, Maria Betancourt-Castañeda, adjourned to closed session at 10:38 a.m.

No action was taken in Closed Session.

Board President, Maria Betancourt-Castañeda, adjourned the meeting at 12:02 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **12.B.I. Approve Agreement #CT3543 with the San Diego County Office of Education (SDCOE) for \$750.00 reimbursement to the District for the District Superintendent participation in the San Francisco Technology Tour on October 15 & 16, 2018.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: SDCOE will provide a technology tour of innovative companies for San Diego Superintendents. The cluster of model technology companies is located in the San Francisco area.

Approval of this agreement will allow National School District to collect \$750.00 from SDCOE to support travel costs.

Comments: SDCOE will provide this technology tour of innovative companies for San Diego Superintendents with the objectives of:

- Explore the “world of work” and how innovative companies work together
- Learn about knowledge, skills, and mindsets that are desired in these companies
- Observe a learning model and platform designed to support learner-centered pedagogy and personalize to meet needs of diverse learners
- Collaborate with innovative superintendents to imagine what is possible in San Diego County

SDCOE shall pay for lodging expenses and provide \$750.00 to support travel costs. All costs outside of this amount will be covered by the district.

Recommended Motion: Approve Agreement #CT3543 with the San Diego County Office of Education (SDCOE) for \$750.00 reimbursement to the District for the District Superintendent participation in the San Francisco Technology Tour on October 15 & 16, 2018.

Financial Impact: Revenue: \$750

Attachments:
CT3543

Innovation Technology Tour Agreement

SDCOE Agreement No. CT3543

This Agreement, is entered into this 4th day of September 2018, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and National School District (hereinafter referred to as "District") who agree to the following:

In order to gain a deeper understanding of the world of work and implication for the future of schools to prepare students to thrive in a changing world, SDCOE will provide a technology tour in San Francisco with the objective of:

- Explore the world of work and how innovative companies work together
- Learn about knowledge, skills, and mindsets that are desired in these companies
- Observe a learning model and platform designed to support learner-centered pedagogy and personalize to meet needs of diverse learners
- Collaborate with innovative superintendents to imagine what is possible in San Diego County

District Superintendent, Leighangela Brady will participate in the tour on October 15 & 16, 2018.

SDCOE shall pay for lodging expenses and provide \$750.00 to support travel costs. All costs outside of this amount will be borne by the district.

District will be paid via auditor transfer.

There is no student contact under this agreement. Notwithstanding the foregoing, District certifies that it complies with all provisions of Education Code section 45125.1 et.sec.

The District 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 this 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**

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
October 10, 2018

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

1. Anilee Astilla	Classroom Teacher 6.58 hours per day 185 days per year Olivewood School	October 15, 2018	Class 1, Step 1	General Fund
2. Joanna Herrera	School Counselor 6.58 hours per day 185 days per year TBD	October 15, 2018	Class 1, Step 1	LCAP Fund
3. Teresa Soto	School Counselor 6.58 hours per day 185 days per year TBD	October 15, 2018	Class 1, Step 1	LCAP Fund

Temporary Employment

4. Francisca Anglin-Tortorello	Impact Teacher 4 hours per day Not to exceed 134 days per year John Otis School	October 11, 2018 to June 5, 2019	Daily Impact Teacher Rate of \$150.00	School Site Funds
5. Kari Guentner	Impact Teacher 4 hours per day Not to exceed 134 days per year Rancho de la Nación School	October 11, 2018 to June 5, 2019	Daily Impact Teacher Rate of \$150.00	School Site Funds
6. Lynn Stacey	Impact Teacher 4 hours per day Not to exceed 134 days per year Rancho de la Nación School	October 11, 2018 to June 5, 2019	Daily Impact Teacher Rate of \$150.00	School Site Funds

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
October 10, 2018

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

7. Celeste Andrade Grajeda	Library Media Specialist 7.5 hours per day 210 days per year Central School	October 12, 2018	Range 20, Step 1	General Fund
8. Gloria Gonzalez	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	October 12, 2018	Range 8, Step 1	Site Fund
9. Berenice Lepe	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	October 12, 2018	Range 8, Step 1	Site Fund

Contract Extension/Change

None				
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Leave of Absence

None				
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Temporary Employment

None				
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Agenda Item: **12.C.II. 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 10/10/18			
Name	Position	Location	Effective Date
Josefina Barraza	Campus Student Supervisor	Lincoln Acres School	September 14, 2018
Rayvin Bautista	Campus Student Supervisor	Ira Harbison School	September 14, 2018
Ana Garcia	Instructional Assistant - Preschool	Preschool Center	September 14, 2018
Jennifer Medlin-Cardinale	Impact Teacher	Ira Harbison School	September 4, 2018

Retirements 10/10/18			
Name	Position	Location	Effective Date
None			

Agenda Item:	12.C.III. Approve Classified Employee of the Year qualifications and nomination criteria for 2018-2019 school year.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	Each year, one classified employee is selected to be honored as Classified Employee of the Year. This employee is recognized at a Governing Board meeting and represents the National School District at the San Diego County Office of Education competition for County Classified Employee of the Year.
Comments:	<p>The Governing Board of the National School District is eager to honor outstanding classified employees. Employees will be selected from the classified employee categories of Child Nutrition Services, Maintenance and Operations, Instructional Assistants, Transportation Services, Special Services, and Office Services. From these employees the National School District Classified Employee of the Year will be selected. This individual will represent the National School District at the county level competition.</p> <p>A District Employee of the Year Joint Recognition Planning Committee was formed to review the selection process for this honor. Based on committee recommendations, all nominations for District Classified Employee of the Year will be submitted directly to the Human Resources Department. The District Selection Committee will meet to review these nominations and finalists will be contacted for a brief personal interview by the committee. The committee will then select a District Classified Employee of the Year who will be nominated for San Diego County Classified Employee of the Year. The District Classified Employee of the Year and finalists will be honored at a Governing Board meeting in May of 2019.</p>
Recommended Motion:	Approve Classified Employee of the Year qualifications and nomination criteria for 2018-2019 school year.
Attachments:	Criteria for Classified Employee of the Year

2019 Classified Employee of the Year Criteria

The Classified Employee of the Year should have:

At least five (5) years of continuous service, monthly or hourly status. During that time, the individual should have performed his or her duties in such an outstanding manner that he or she significantly contributed to the functioning of the school district. This may or may not include functions outside the regular scope of his or her job duties. Additional volunteer work in service to the school district may be used to support a nomination. However, the basic qualification should involve the work done by the employee during the regular course of his or her employment.

Nominations should be based on:

- Dedication to the job
- Interest in school and community involvement (may include involvement in own community if the nominee resides outside of the district)
- Positive interpersonal relations with co-workers, students, parents and the community
- Their representation as a positive role model for the classified staff
- A talent for creativity/innovation
- Their display of an ability to adapt to changes, embrace new technologies
- An interest in professional growth and development
- A willingness to take the extra step

Candidates will be judged on the basis of work performance, including personal factors and unusual or outstanding characteristics or achievements, and contributions to the betterment of the school district.

Agenda Item: **12.C.IV. Approve Teacher of the Year qualifications and nomination criteria for 2019.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: A District Employee of the Year Joint Recognition Planning Committee was formed to review the selection process for this honor. Based on committee recommendations, school site committees will only forward nominees for District Teacher of the Year recognition who are willing to continue and fully participate in the selection process. The District Teacher of the Year Selection Committee will conduct classroom observations and personal interviews of those nominees who are chosen as finalists only. The District Teacher of the Year and all finalists will be honored at a Governing Board meeting in May.

Comments: Materials will be distributed to all personnel to nominate a District Teacher of the Year. The campaign seeks to identify exceptionally skillful and dedicated teachers and honor them for their contributions to education. Each school site in the National School District will form a Teacher of the Year School Site Committee to review nominations and forward up to two nominees to the Districtwide Selection Committee for District Teacher of the Year. The District Selection Committee will then select a District Teacher of the Year.

Recommended Motion: Approve Teacher of the Year qualifications and nomination criteria for 2019.

Attachments:
Criteria for Teacher of the Year

2019 Teacher of the Year Criteria

Qualifications:

1. Minimum of **eight** (8) years teaching in the National School District.
2. Major responsibilities include direct contact with students (administrative and supervisory personnel are ineligible).
3. Possession of teaching credential for any level between preschool and sixth grade.
4. Must continue to teach next school year (i.e., no plans for retirement or to work in administration.)

The candidate recommended for the County Teacher of the Year should be able to:

- Comment orally and in writing, both in person and through various media, on current issues and challenges that confront the educational community;
- Respond meaningfully, thoughtfully, and concisely to the many concerns that may be raised in public forums, concerns that may range from something as specific as how to resolve a playground argument, to issues of statewide impact such as credentialing requirements;
- Explain specific programs, instructional strategies, or activities they have developed or contributed to, how those efforts benefited students, and how the experiences can be helpful in other schools and to other teachers;
- Conduct demonstration lessons, acting as resource for fellow teachers and contributing to recruitment efforts.

Within this context, the selection committee will examine, in a balanced, critical, thoughtful, impartial, and fair manner:

- Personal growth, e.g., collegiate-level education, professional development activities, inservice training, and record of teaching and related experience;
- Commitment, e.g., efforts to help teaching colleagues enhance and improve their skills and strategies, involvement in educational development activities in the school and beyond, and participation in civic and community affairs;
- Personal attributes, e.g., the abilities to lead and to be an effective participant in group activities, creativity in approaching problems and challenges, and proficiency at communicating ideas clearly, concisely, and effectively;
- Professional skills, e.g., accomplishing a program of instruction based on school objectives, district goals, and state curriculum frameworks; using appropriate instructional techniques, methods, and materials to fulfill teaching objectives; providing timely and accurate assessments of student progress toward stated objectives; communicating student progress in a positive manner; employing appropriate techniques of classroom management that promote a suitable learning environment; modeling to students and parents belief in the equity of students regardless of gender, religious preference, or racial, ethnic, or linguistic background; assisting students in developing effective interpersonal skills and positive self-images; and meeting a wide range of professional responsibilities for self-development and for the development of the educational community.

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

Agenda Item: **12.D.I. Adopt Resolution #18-19.18 proclaiming October 22-26, 2018 as Red Ribbon Week in National School District.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Red Ribbon Week has been celebrated for many years by students in California Schools as an opportunity to showcase their support for a drug-free, tobacco-free and alcohol-free environment.

NSD supports this healthy environment for our students by initiating Board Policy for a Drug-Free and Tobacco-Free Workplace, a Zero Tolerance Policy and implemented structures to support the California Safe Schools Program.

Comments: In conjunction with school and community agencies all over San Diego County, NSD will take this opportunity to focus attention on healthy lifestyle. Students will be asked to participate in various activities at the school site. Bracelets will be available for students and staff, as well as some parents and community members.

Recommended Motion: Adopt Resolution #18-19.18 proclaiming October 22-26, 2018 as Red Ribbon Week in National School District.

Attachments:
Resolution #18-19.18

National School District Resolution

#18-19.18

RED RIBBON WEEK

WHEREAS, alcohol, tobacco and drug abuse has reached pandemic stages in California and throughout the United States; and,

WHEREAS, it is imperative that community members launch unified and visible tobacco, alcohol and other drug prevention education programs and activities to eliminate the demand for these substances; and,

WHEREAS, the Red Ribbon Celebration will be observed across America during RED RIBBON WEEK, October 22-26, 2018; and,

WHEREAS, Parents, Youth, Government, Business, Law Enforcement, Schools, Religious Institutions, Service Organizations, Social Services, Health Services, Media and the General Public will demonstrate their commitment to drug-free communities by wearing and displaying Red Ribbon Week bracelets during this week-long celebration; and,

NOW THEREFORE, BE IT RESOLVED, that National School District does hereby support October 22-26, 2018 as RED RIBBON WEEK, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and,

BE IT FURTHER RESOLVED that National School District encourages all community members to pledge: "Respect Yourself, Be Drug Free."

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution #18-19.18
Date: October 10, 2018
Page 2

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Presentation of Report from San Diego County Superintendent of Schools Regarding William's Settlement Findings for 2018–2019 Site Visits.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: California Education Code Section 1240 and Assembly Bill 607 require the San Diego County Office of Education staff to visit county schools identified in deciles 1, 2, and 3 based on the 2012 year Academic Performance Index (API) and report the results of the visit.

Three NSD schools qualified under this provision: Central, El Toyon, and Lincoln Acres.

The attached report, submitted by the San Diego County Superintendent of Schools, Paul Gothold, Ed.D., provides aggregate findings as required by the William's Settlement Legislation for National School District's 2018-2019 school visits.

Comments: California Education Code (EC) requires visits for the purpose of:

1. Ensuring that students have access to “sufficient” instructional materials in four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment, foreign languages, and health education as defined in EC Section 60119. The standard set forth in the law defines “sufficient” instructional materials as every pupil, including English learners, having a textbook in the four core areas to use in class and to take home;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT) to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff” as defined in EC Section 17592.72; assessing “the safety, cleanliness, and adequacy of school facilities, including good repair” as required by EC Sections 17014, 17032.5, 17070.75, and 17089;
3. Determining if a school has current teacher vacancies. The standard for “vacant teacher position” means a position to which a single designated certificated employee has not been assigned at the beginning of the year (first 20 days) as defined in [EC 33126(b)(5)(A)(B), EC 35186 (h)(3) and CCR Title 5 section 4600 (b)];
4. Ensuring that the school has the Uniform Complaint Procedures posted in every classroom, and the Williams Complaint forms are available, in English and other languages required by California Department of Education;
5. Determining if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials, facilities maintenance, and teacher credentialing.

Attachments:
National William's Report



San Diego County Office of Education Main Campus
6401 Linda Vista Road, San Diego, CA 92111
858-292-3500 | www.sdcoe.net

September 17, 2018

To: Beverly Hayes, *Williams* District Contacts
National School District

From: Patricia Karlin, San Diego County *Williams* Coordinator

Re: *Williams* Settlement Findings for 2018-2019 Site Visits

California Education Code Section 1240 and Assembly Bill 607 require the San Diego County Office of Education (SDCOE) staff to visit county schools identified in deciles 1, 2, and 3 based on the 2012 Base Academic Performance Index (API) and report the results of the visit. California Education Code (EC) requires visits for the purpose of:

1. Ensuring that students have access to “sufficient” instructional materials in four core subject areas (English/language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment, world languages, and health education as defined in EC Section 60119. The standard set forth in the law defines “sufficient” instructional materials as every pupil, including English learners, having a textbook in the four core areas to use in class and to take home;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT) to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff” as defined in EC Section 17592.72; assessing “the safety, cleanliness, and adequacy of school facilities, including good repair” as required by EC Sections 17014, 17032.5, 17070.75, and 17089;
3. Determining if a school has current teacher vacancies. The standard for “vacant teacher position” means a position to which a single designated certificated employee has not been assigned at the beginning of the year (first 20 days) as defined in [EC 33126(b)(5)(A)(B), EC 35186 (h)(3) and CCR Title 5 section 4600 (b)];
4. Ensuring that the school has the Uniform Complaint Procedures (UCP) posted in every classroom, and the *Williams* Complaint forms are available, in English and other languages as required by California Department of Education;
5. Determining if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials, facilities maintenance, and teacher credentialing.

This report for 2018-2019 site visits provides aggregate findings in these areas for the National School District deciles 1, 2, and 3 school visits conducted from August through September 2018. The Superintendent, School Board President, and principal of each school that was visited will also receive a letter and report.

In addition, SDCOE is responsible for determining teacher misassignments in deciles 1, 2, and 3 ranked schools. SDCOE also receives quarterly reports on complaints filed from all school districts concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues. Our *Williams* office will continue to work with you in regard to quarterly Uniform Complaints and teacher misassignments and vacancies.

We appreciate the time you and your staff invested in making school visits a positive experience. Thank you and have a rewarding school year.

Attachment: *Williams* Settlement Annual District Visit Summary 2018-2019
Williams Settlement Annual School Visit Summary Report(s) 2018-2019

San Diego County Superintendent of Schools Dr. Paul Gothold

San Diego County Board of Education

Paulette Donnellon Guadalupe González Alicia Muñoz Mark Powell Rick Shea

Williams Settlement Annual District Visit Summary 2018 - 2019

National School District

Dr. Leighangela Brady, Superintendent

Maria Betancourt-Castaneda, School Board President

District Contact: Beverly Hayes

Phone No: 619-336-7742

Email: bhayes@nsd.us

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	All Positions Filled on Visit Date	UCP Posted in all Classrooms	Accurate 2016-17 SARC
Central Elementary	Steven Sanchez	Aug. 9, 2018	Yes	99.50% Exemplary	No 1	Yes	Yes
El Toyon	Bryan Vine	Aug. 10, 2018	Yes	97.80% Good	Yes	Yes	Yes
Lincoln Acres	Raymond Ruiz	Aug. 10, 2018	Yes	93.92% Good	No 1	Yes	Yes



Williams Settlement Annual School Visit Summary 2018 - 2019

District: National School District

Name of School: Central Elementary

Date of Visit: Aug. 9, 2018

Instructional Materials:

School inventories and 20-25% of classrooms were checked for sufficiency of instructional materials.

Sufficient Textbook and Instructional Materials were found: ☒ Yes ☐ No

School Facilities:

The Facilities Inspection Tool (FIT) was used to determine the condition of the facility. Copies of the detailed report were left with the school site. The following 8 categories are ranked as good, fair, or poor based on the percentage of the 15 areas evaluated to be in good repair.

Systems Inspected	Rating
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good
Interior: Interior Surfaces	Good
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good
Electrical: Electrical	Good
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good
Safety: Fire Safety, Hazardous Materials	Good
Structural: Structural Damage, Roofs	Good
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good
Average Percentage of 15 Areas in 8 Categories:	99.50%
Overall School Rating:	Exemplary

Extreme Deficiencies:

Uniform Complaint Procedures:

UCP posted in all classrooms in required language(s): ☒ Yes ☐ No

Complaint form available to the public in required language(s): ☒ Yes ☐ No

Teacher Vacancies:

All teaching assignments filled on day of visit: ☐ Yes ☒ No

One vacant position (1.0 FTE) noted at time of visit.

**SDCOE's credentialing department will follow up in regard to teacher vacancies and misassignments. Only positions not permanently filled by the 20th day of instruction should be reported on your SARC.*

School Accountability Report Card:

SARC included required information for the following categories:

Instructional Materials: ☒ Yes ☐ No

Facility Maintenance: ☒ Yes ☐ No

Teacher Credentialing: ☒ Yes ☐ No

In order to be sufficient for Fall 2019 visits, the school SARC must be completed no later than February 2019 and include the following information:

Instructional Materials: *Quality, currency, and availability of instructional materials and pupils who lack textbooks and instructional materials from SDCOE audit.*

Facility Maintenance: *SDCOE's facility audit or subsequent school site inspection of 100% of campus. Please indicate in SARC, the date of inspection used for publication. Provide description of repair needed or action taken when repair status is reported as less than "good".*

Teacher Credentialing: *SDCOE's audit of teacher vacancies and misassignments.*



Williams Settlement Annual School Visit Summary 2018 - 2019

District: National School District

Name of School: El Toyon

Date of Visit: Aug. 10, 2018

Instructional Materials:

School inventories and 20-25% of classrooms were checked for sufficiency of instructional materials.

Sufficient Textbook and Instructional Materials were found: ☒ Yes ☐ No

School Facilities:

The Facilities Inspection Tool (FIT) was used to determine the condition of the facility. Copies of the detailed report were left with the school site. The following 8 categories are ranked as good, fair, or poor based on the percentage of the 15 areas evaluated to be in good repair.

Systems Inspected	Rating
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good
Interior: Interior Surfaces	Good
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good
Electrical: Electrical	Good
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good
Safety: Fire Safety, Hazardous Materials	Good
Structural: Structural Damage, Roofs	Good
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good
Average Percentage of 15 Areas in 8 Categories:	97.80%
Overall School Rating:	Good

Extreme Deficiencies:

Uniform Complaint Procedures:

UCP posted in all classrooms in required language(s): ☒ Yes ☐ No

Complaint form available to the public in required language(s): ☒ Yes ☐ No

Teacher Vacancies:

All teaching assignments filled on day of visit: ☒ Yes ☐ No

**SDCOE's credentialing department will follow up in regard to teacher vacancies and misassignments. Only positions not permanently filled by the 20th day of instruction should be reported on your SARC.*

School Accountability Report Card:

SARC included required information for the following categories:

Instructional Materials: ☒ Yes ☐ No

Facility Maintenance: ☒ Yes ☐ No

Teacher Credentialing: ☒ Yes ☐ No

In order to be sufficient for Fall 2019 visits, the school SARC must be completed no later than February 2019 and include the following information:

Instructional Materials: *Quality, currency, and availability of instructional materials and pupils who lack textbooks and instructional materials from SDCOE audit.*

Facility Maintenance: *SDCOE's facility audit or subsequent school site inspection of 100% of campus. Please indicate in SARC, the date of inspection used for publication. Provide description of repair needed or action taken when repair status is reported as less than "good".*

Teacher Credentialing: *SDCOE's audit of teacher vacancies and misassignments.*



Williams Settlement Annual School Visit Summary 2018 - 2019

District: National School District

Name of School: Lincoln Acres

Date of Visit: Aug. 10, 2018

Instructional Materials:

School inventories and 20-25% of classrooms were checked for sufficiency of instructional materials.

Sufficient Textbook and Instructional Materials were found: ☒ Yes ☐ No

School Facilities:

The Facilities Inspection Tool (FIT) was used to determine the condition of the facility. Copies of the detailed report were left with the school site. The following 8 categories are ranked as good, fair, or poor based on the percentage of the 15 areas evaluated to be in good repair.

Systems Inspected	Rating
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good
Interior: Interior Surfaces	Fair
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good
Electrical: Electrical	Good
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good
Safety: Fire Safety, Hazardous Materials	Good
Structural: Structural Damage, Roofs	Good
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good
Average Percentage of 15 Areas in 8 Categories:	93.92%
Overall School Rating:	Good

Extreme Deficiencies:

Uniform Complaint Procedures:

UCP posted in all classrooms in required language(s): ☒ Yes ☐ No

Complaint form available to the public in required language(s): ☒ Yes ☐ No

Teacher Vacancies:

All teaching assignments filled on day of visit: ☐ Yes ☒ No

One vacant position (1.0 FTE) noted at time of visit.

**SDCOE's credentialing department will follow up in regard to teacher vacancies and misassignments. Only positions not permanently filled by the 20th day of instruction should be reported on your SARC.*

School Accountability Report Card:

SARC included required information for the following categories:

Instructional Materials: ☒ Yes ☐ No

Facility Maintenance: ☒ Yes ☐ No

Teacher Credentialing: ☒ Yes ☐ No

In order to be sufficient for Fall 2019 visits, the school SARC must be completed no later than February 2019 and include the following information:

Instructional Materials: *Quality, currency, and availability of instructional materials and pupils who lack textbooks and instructional materials from SDCOE audit.*

Facility Maintenance: *SDCOE's facility audit or subsequent school site inspection of 100% of campus. Please indicate in SARC, the date of inspection used for publication. Provide description of repair needed or action taken when repair status is reported as less than "good".*

Teacher Credentialing: *SDCOE's audit of teacher vacancies and misassignments.*

Agenda Item:	13.B. Approve Employment Agreement with Leighangela Brady, Ed.D., Superintendent.
Speaker:	Maria Betancourt-Castañeda, Board President
Quick Summary / Abstract:	<p>Following a successful evaluation, this amendment to the Superintendent's current contract is being brought forward for Board consideration.</p> <p>Approval of this amendment would extend the Superintendent's contract through 2021. Leighangela Brady is the current Superintendent in the National School District. A copy of the agreement is available in the Office of the Superintendent.</p>
Comments:	<p>Below is a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits:</p> <ul style="list-style-type: none"> • Effective July 1, 2018, the Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 2.5% to \$205,358. • Effective July 1, 2019, the Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 2.5% to \$210,492. This salary increase is dependent upon at least a Meets Expectations performance evaluation for the 2018-2019 school year. • The Superintendent shall receive a monthly stipend of two-hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District. The Superintendent shall be reimbursed for miscellaneous business expenses, within the limits and in accordance with District policy, not otherwise covered by this Agreement. • The Board shall pay the annual dues of the Superintendent so that the Superintendent may maintain membership in two (2) professional organizations, and one (1) local service organization of the Superintendent's choice. • If the Superintendent retires from employment with the District pursuant to applicable STRS law at any time after she has served at least ten (10) complete school years as the Superintendent of the District and has attained fifty- five (55) years of age, the District shall pay premiums for the medical benefits plan for the Superintendent until the age for eligibility for Medicare consistent with the practice or policy of the District for certificated employees who retire at age fifty-five (55) who have at least fifteen (15) years of service with the District. This provision does not guarantee the continuance of any specific contribution by the District, and it does not guarantee the continuance of any specific medical plan by the District, but it does guarantee payments of premiums by the District for whatever medical benefits plan may be provided by the District to certificated employees of the District under the practice or policy for certificated employees who retire at age fifty-five (55) who have at least fifteen (15) years of service with the District.
Recommended Motion:	Approve Employment Agreement with Leighangela Brady, Ed.D., Superintendent.
Financial Impact:	<p>2018-19 Salary and Benefits: \$6,033</p> <p>2019-20 Salary and Benefits: \$10,078</p> <p>Mileage Expenses: \$3,300/yr.</p> <p>Annual cost</p> <p>General Fund</p>

Agenda Item:	13.C. Amend Employment Agreement with Christopher Carson, Assistant Superintendent of Business Services.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>This amendment to the Assistant Superintendent's current contract is being brought forward for Board consideration.</p> <p>Christopher Carson is the current Assistant Superintendent of Business Services in the National School District. A copy of the agreement is available in the Office of the Superintendent.</p>
Comments:	<p>Below is a summary of the recommendation for the final action on the Assistant Superintendent's salary or compensation in the form of fringe benefits:</p> <ul style="list-style-type: none"> • Effective July 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6.0% to \$166,770. • Effective July 1, 2019, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6.0% to \$176,776.
Recommended Motion:	Amend Employment Agreement with Christopher Carson, Assistant Superintendent of Business Services.
Financial Impact:	<p>Additional Financial Impact:</p> <p>2018-19 Salary and Benefits: \$11,370</p> <p>2019-20 Salary and Benefits: \$15,322</p> <p>Annual cost</p> <p>General Fund</p>

Agenda Item:	13.D. Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>This amendment to the Assistant Superintendent's current contract is being brought forward for Board consideration.</p> <p>Leticia Hernandez, Ed.D. is the current Assistant Superintendent of Human Resources in the National School District. A copy of the agreement is available in the Office of the Superintendent.</p>
Comments:	<p>Below is a summary of the recommendation for the final action on the Assistant Superintendent's salary or compensation in the form of fringe benefits:</p> <ul style="list-style-type: none"> • Effective July 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6.0% to \$166,770. • Effective July 1, 2019, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6.0% to \$176,776.
Recommended Motion:	Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.
Financial Impact:	<p>Additional Financial Impact:</p> <p>2018-19 Salary and Benefits: \$11,370</p> <p>2019-20 Salary and Benefits: \$15,322</p> <p>Annual cost</p> <p>General Fund</p>

Agenda Item:	13.E. Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>This amendment to the Assistant Superintendent's current contract is being brought forward for Board consideration.</p> <p>Sharmila Kraft, Ed.D. is the current Assistant Superintendent of Educational Services in the National School District. A copy of the agreement is available in the Office of the Superintendent.</p>
Comments:	<p>Below is a summary of the recommendation for the final action on the Assistant Superintendent's salary or compensation in the form of fringe benefits:</p> <ul style="list-style-type: none"> • Effective July 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6.0% to \$166,770. • Effective July 1, 2019, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6.0% to \$176,776.
Recommended Motion:	Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.
Financial Impact:	<p>Additional Financial Impact:</p> <p>2018-19 Salary and Benefits: \$11,370</p> <p>2019-20 Salary and Benefits: \$15,322</p> <p>Annual cost</p> <p>General Fund</p>

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Presentation of the California Assessment of Student Performance and Progress (CAASPP): NSD Student Achievement Report.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /
Abstract: The California Assessment of Student Performance and Progress (CAASPP) official scores for the 2017-2018 school year were released on October 2, 2018.

This presentation will provide information to the Board on the Smarter Balanced test results, scale score structure and NSD overall student performance.

Agenda Item:	14.B. Approve out of state travel for Dr. Sharmila Kraft to attend the Discovery STEM Women's Leadership Forum: Engaging Girls in STEM in St. Paul, Minnesota on October 15-16, 2018.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>This leadership summit will provide an opportunity for educational and business leaders across the nation to collaborate, explore, and build a district culture and systems to promote girls moving into STEM career pathways.</p> <p>The Assistant Superintendent will use the partnerships and learnings to explore pathways for NSD that will build a foundation for girls to pursue STEM at secondary and post-secondary levels.</p>
Comments:	Statistics worldwide show that women remain underrepresented in STEM (Science, Technology, Engineering, and Mathematics) jobs, especially for minority women. There were nearly 8.6 million STEM jobs in 2015, representing 6.2 percent of U.S. employment. Employment in STEM occupations grew by 10.5 percent from 2009-2015 compared with 5.2 percent net growth in non-STEM occupations. This growth rate is expected to continue and increase significantly through 2024.
Recommended Motion:	Approve out of state travel for Dr. Sharmila Kraft to attend the Discovery STEM Women's Leadership Forum: Engaging Girls in STEM in St. Paul, Minnesota on October 15-16, 2018.
Financial Impact:	Costs: air- \$700, hotel-\$500, meals-\$75/daily rate LCAP Fund

Agenda Item:	14.C. Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant for the 2018-2019.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	NSD will need temporary Speech and Language Pathologists (SLPs) to cover approved leaves (e.g. medical, maternity, etc.) for current staff members. This results in an increase of contract costs, requiring an amendment from the current \$35,000 to \$100,000.
Comments:	Specialized Therapy Services is a local staffing agency that provides temporary speech and language pathologist (SLP) to districts. Temporary speech and language pathologist cover evaluations, therapy, assist with report writing, and direct student services aligned with a student's Individualized Education Plan.
Recommended Motion:	Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist Assistant for the 2018-2019.
Financial Impact:	Contract costs: Not to exceed \$100,000 Additional Staffing costs: \$0 Other costs: \$0 One time cost General Fund
Attachments:	CT3399

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Fund Res Goal Function Object School

Contract No. CT 3399-Amended

National School District Independent Contractor Agreement

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

<u>Specialized Therapy Services</u>	<u>4204-A Adams Ave</u>
Contractor	Mailing Address

<u>San Diego</u>	<u>CA</u>	<u>92116</u>	hereinafter referred to as "Contractor."
City	State	Zip Code	

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Will provide Speech and Language Therapy services, assessments and assist with report writing

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

Term. Contractor shall commence providing services under this Agreement on

October 11, 2018, and will diligently perform as required and complete performance by June 30, 2019.

2. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _ Dollars (\$ 100,000.00). District shall pay Contractor according to the following terms and conditions: Agency will bill District.

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

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

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.
12. 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.
13. 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.

14. 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
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

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

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

For Contractor: Steven Oas
Specialized Therapy Services
4204-A Adams Ave
San Diego CA 92116

23. 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.
24. 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.
25. 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.
26. 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 11 day of October, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assist. Supt. Business Services/Superintendent

Title

Signature of Authorized Agent

Steven Oas

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 6/27/18

(619) 431-5049

(Area Code) Telephone Number

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ♦	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ♦	Date ♦
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Agenda Item:	14.D. Amend Contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Premier Healthcare Services provides health services to students who are identified as medically fragile and whose care needs exceed the capabilities of our contracted school nurses.</p> <p>On August 8, 2018 the NSD Board approved this master contract before the 2018-19 rates were established. Approval was granted based on rates established in 2017-18.</p> <p>New rates for 2018-2019 reflect a change in costs as follows:</p> <p>Certificated/Registered Nurse: \$50.00/hr (previously \$40.00/hr.) Licensed Vocational Nurse: \$38.00/hr (previously \$40.00/hr.) Health Aides: \$20.00/hr (no change)</p> <p>Amendment of this contract reflects new rates.</p>
Comments:	<p>NSD enrollment data indicates an increase of students identified as medically fragile. This will allow NSD to immediately address a student's health needs and continue to focus on an engaging learning environment.</p> <p>The contract is intended to support NSD to immediately provide health services to a student requiring care that exceeds the capabilities of our school nurses.</p> <p>Individual contracts initiated under this master contract will be brought forward to the Board for either approval or ratification depending upon the enrollment date of the student.</p>
Recommended Motion:	Amend Contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education.
Attachments:	CT3509

2018-19

San Diego County Nonpublic Master Contract

Directions:

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



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

San Diego County Nonpublic Master Contract
Main Document

2018-2019

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2018-2019
Nonpublic
Master Contract

Main Document



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

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

2018-2019

Index of Provisions

Contract Section	Page Number
-------------------------	--------------------

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

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

SECTION 2: ADMINISTRATION OF CONTRACT

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

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

2018-2019

SECTION 3: PERSONNEL

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

SECTION 4: FISCAL

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

SECTION 5: SIGNATURES

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

San Diego County Nonpublic Master Contract
Main Document

2018-2019

**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2018-19

This Master Contract is made and entered into

this 9 day of August, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

Premier Healthcare Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2018-2019

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

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

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

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

d. Student Discipline

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

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

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

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

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

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

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

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

1.8 DEFINITIONS

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

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

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

2018-2019

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

Meghann O'Connor
Name/Title

National School District
Local Education Agency

1500 Avenue
Address

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

(619) 336-7740
Phone

(619) 336-7551
Facsimile

moconnor@nsd.us
Email Address

Notices to the CONTRACTOR shall
be addressed to:

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

Premier Healthcare Services
Nonpublic School

815 Colorado Blvd, Suite 400
Address

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

(626) 204-7930
Phone

()
Facsimile

contracts@premier-homehealth.com
Email Address

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

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

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

2.6 TRANSPORTATION

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

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

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

2018-2019

SECTION 5: SIGNATURES

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

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

CONTRACTOR

Nonpublic ☐ School ☒ Agency

Authorized Representative Signature

DATE: _____

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

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

2018-2019
Nonpublic
Master Contract

Appendix B: Agencies



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

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

Index of Provisions

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

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2018-19

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Premier Healthcare Services

The CONTRACTOR NUMBER: _____

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>\$38.00/hr</u>	<u>2018-19 School year</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>\$50.00/hr</u>	<u>2018-19 School year</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>\$20.00/hr</u>	<u>2018-19 School year</u>
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____

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

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

NOTES:

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

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

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

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

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

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

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

Agenda Item: **14.E. Approve #CT3539 for health services to be provided by Premier Healthcare Services for student #3713100 during the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Student #3713100 has been identified as medically fragile and is in need of care that exceeds the capabilities of our contracted school nurses. Premier Healthcare Services, as per the recommendation of services outlined by the Individualized Education Plan, will meet the requirements of the student's medical care for the the 2018-2019 school year.

Comments: Individual contracts are initiated under a pre-approved master contract and brought forward to the Board for approval.

The current rate is \$38/hour. Any significant change to this rate will be brought to the Board for further approval.

Recommended Motion: Approve #CT3539 for health services to be provided by Premier Healthcare Services for student #3713100 during the 2018-2019 school year.

Financial Impact: Contact costs: Not to exceed \$38,900
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3539

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

This agreement is effective on 10/11/18 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic Agency Premier Healthcare Services

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

Pupil Name [REDACTED] (First) [REDACTED] (M.I.) [REDACTED]

Address [REDACTED] City [REDACTED] State/Zip [REDACTED]

DOB [REDACTED] Residential Setting: ☒ Home ☐ Foster ☐ LCI # [REDACTED] ☐ OTHER [REDACTED]

Parent/Guardian [REDACTED] Phone (619) [REDACTED] (Business)

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

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)		X		36 hrs/per week	38.00/hr		
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$38,304.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 10/10/18

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

Premier Healthcare Services
(Name of Nonpublic Agency)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

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

Agenda Item:	14.F. Amend #CT3487 for student #3431120668 for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-2019 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Student #3431120668 is identified as medically fragile and whose care needs exceed the capabilities of our contracted school nurses.</p> <p>This contract is being amended for two reasons: Increase time for attendance for the student at school per the IEP plan. Increase in the Premiere Healthcare Services nurse negotiated rate from \$40/per hour to \$50/per hour.</p> <p>The original contract was approved by the NSD Board of Trustees on August 8, 2018 (agenda item 14D) for cost not to exceed \$20,000. The amendment would amend the individualized contract cost to not exceed \$50,000.</p>
Comments:	<p>Individual contracts are initiated under a pre-approved master contract and brought forward to the Board for either approval or ratification depending upon the enrollment date of the student.</p> <p>The current rate is \$50/hour. Any significant changes to this rate will be brought to the Board for further approval.</p>
Recommended Motion:	Amend #CT3487 for student #3431120668 for Individual Service Agreement with Premier Healthcare Services to provide health services for the 2018-2019 school year.
Financial Impact:	<p>Contract costs for student #3431120668: Not to exceed \$50,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	CT3487

(Education Code Sections 56365 et seq.)

2018-2019

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)		X		5 hrs-4 times/weekly	\$38.00/hr		
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)							
Occupational Therapy – Certified OT Assistant (450)							
Occupational Therapy – Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services – Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$28,424.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 10/10/18

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic Agency)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

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

Agenda Item:	14.G. Approve two days of Licensed Vocational Nurse (LVN) health care service for students with chronic disorders.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>This school year, there has been an increase of the number of students identified with chronic disorders at NSD elementary sites.</p> <p>Approval of this contract would allow for increased nursing support on a temporary basis while a deeper audit of existing needs can be completed.</p>
Comments:	The current rate is \$38/hour for an LVN.
Recommended Motion:	Approve two days of Licensed Vocational Nurse (LVN) health care service for students with chronic disorders.
Financial Impact:	<p>Contract costs for student: Not to exceed \$15,000.00</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>

Agenda Item: **14.H. Approve Contract #CT3526 with the San Diego Guild of Puppetry to provide a puppet theater residency for Palmer Way School students.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: This contract is for a 23-week puppet theatre residency for second and fifth grade students at Palmer Way School, plus one professional puppetry performance, and a puppet parade.

The program will provide 23, 50-60 minute sessions, students will be immersed in community building through discussions around mindfulness, positive student behavior, conflict resolution, and bully prevention.

The program will focus on wellness, with each unit highlighting a different type of wellness: Social and Emotional Wellness, Body Wellness and Nutrition, and Environmental Wellness. The program will also focus on PBIS (Positive Behavior Intervention System), students will analyze and chart positive phrases, behaviors and learnings they've gathered from each of the tales they've explored. These will become the basis for the culminating performance in which each grade level will collaborate in creating their own Positive Behavior and Bully Prevention Performance for the entire school, or in smaller classroom settings, as deemed appropriate. Program will also strongly address both ELA and ELD Standards.

Comments: The classes will take place Mondays and Wednesdays, October 22 -May 22, 2018 at Palmer Way Elementary.

Recommended Motion: Approve Contract #CT3526 with the San Diego Guild of Puppetry to provide a puppet theater residency for Palmer Way School students.

Financial Impact: Contract costs: \$7,000
Additional Staffing costs: \$0
Other costs: \$0
One time cost
Site Funds

Attachments:
CT3526

[01 - 00] [0980 000] [1110] [1000] [5800 100] [900]
Fund Res Goal Function Object School

Contract No. CT3526

National School District Independent Contractor Agreement

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

San Diego Guild of Puppetry

281 East Milan Street

Contractor

Taxpayer ID Number

Mailing Address

Chula Vista

CA

91910

, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Contractor will provide a 22 week puppetry theater residency for grades 2nd and 5th, plus a professional puppetry performances and a giant puppet parade (as Introduction and Culmination events).

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

2. Term. Contractor shall commence providing services under this Agreement on The Week of October 9th, 2018, and will diligently perform as required and complete performance by May 3rd, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven Thousand Dollars (\$7,000.00). District shall pay Contractor according to the following terms and conditions:
Upon completion of contract performance date.
-
-

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

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

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

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

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: 281 E. Millan St.
Chula Vista, CA 91910

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 7 day of September, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Lynne W. Jennings Exec. Dir.
Signature of Authorized Agent

Typed or Printed Name

Lynne W. Jennings
Typed Name

Title

33-0578072
Social Security or Taxpayer I. D. No.
landline: 619-427-8088
cell: 619-987-5345
(Area Code) Telephone Number

Board Approval Date: 10/10/18

Agenda Item:	14.I. Approve Contract #CT3527 with Mad Science of San Diego for a Drug Free Assembly/Performance at Ira Harbison School.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Embracing a healthy lifestyle, free of tobacco, alcohol, and other drugs, is the focus of Red Ribbon Week. Mad Science of San Diego supports this focus. Mad Science will provide two assemblies; one for lower grades and the other for upper grades. This presentation will reinforce healthy choices and personal success - motivating all students to live a healthy lifestyle.
Comments:	Mad Science assemblies will motivate and inspire our students to help them make healthy choices and become successful in life. Mad Science presenters conduct presentations through displays and demonstrations, to help students learn about the important choice to live tobacco free. Mad Science promotes a message of healthy living and personal success.
Recommended Motion:	Approve Contract #CT3527 with Mad Science of San Diego for a Drug Free Assembly/Performance at Ira Harbison School.
Financial Impact:	Contract costs: \$790 Additional Staffing costs: \$0 Other costs: \$0 One time cost Ira Harbison PTA
Attachments:	CT3527

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

Contract No. CT3527

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 17 day of August, 2018,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

Mad Science of San Diego [REDACTED] 5555 Magnatron Blvd. Ste G
Contractor Taxpayer ID Number Mailing Address

San Diego CA 92111 hereinafter referred to as "Contractor."
City State Zip Code

1. Services to be provided by Contractor. Toxic Tobacco Assembly
_____ at
Ira Harbison
Location

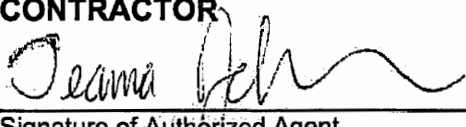
2. Term. Contractor shall provide services under this Agreement on
October 24, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered
pursuant to this Agreement a total fee not to exceed Seven Hundred Ninety
Dollars (\$ 790.00). District shall pay Contractor within 15 days of receipt of
invoice by Business Services.

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

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

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		
<hr/>				
Signature of Authorized Agent		Signature of Authorized Agent		
<hr/>		Teanna Johnson		
Typed or Printed Name		Typed Name		
<hr/>		33-0724298		
Title		Social Security or Taxpayer I. D. No.		
<hr/>		858-505-4880		
Board Approval Date: <hr/>		(Area Code) Telephone Number		

Agenda Item: **14.J. Approve Consultant Contract #CT3533 with Becky Walker to provide dance lessons for all sixth grade students at Palmer Way School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Becky Walker will provide dance lessons every Wednesday starting October 17, 2018 through May 23, 2019 in the Palmer Way School Auditorium. Twenty-three two-hour dance lessons for the sixth grade students in preparation for the Art Festival to be held May 2019.

Recommended Motion: Approve Consultant Contract #CT3533 with Becky Walker to provide dance lessons for all sixth grade students at Palmer Way School.

Financial Impact: Contract costs: \$2,760
Additional Staffing costs: \$0
Other costs: \$0
One time cost
Site Funds

Attachments:
CT3533

Fund Res Goal Function Object School

Contract No. _____

National School District Lecturer/Performer Agreement

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

Contractor	Taxpayer ID Number	Mailing Address
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_____, hereinafter referred to as "Contractor."

City State Zip Code

1. Services to be provided by Contractor. _____ at _____

Location
2. Term. Contractor shall provide services under this Agreement on _____, _____.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

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

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		
_____ Typed or Printed Name		_____ Typed Name		
_____ Title		_____ Social Security or Taxpayer I. D. No.		
Board Approval Date: _____		_____ (Area Code) Telephone Number		

Agenda Item: **14.K. Approve Consultant Contract #CT3534 with San Diego County Office of Education (SDCOE) for "librarian of record" services.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The "librarian of record" service from San Diego County Office of Education (SDCOE) allows local school districts to meet California Education Code mandate of having a teacher librarian on staff. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed librarian.

Approval of this contract would ensure NSD meets this legal mandate.

Comments: California Education Code, sections 18100-18103, 18176, and 44868, requires California school districts to have a teacher librarian on staff or on consultancy. A teacher librarian has both a California teaching credential and a California teacher librarian services credential.

Recommended Motion: Approve Consultant Contract #CT3534 with San Diego County Office of Education (SDCOE) for "librarian of record" services.

Financial Impact: Annual Contract costs: \$2,148.80
Additional Staffing costs: \$0
Other costs: \$0
LCAP Fund

Attachments: CT3534

**San Diego County Superintendent of Schools
Agreement for Library Media Services Subscriptions**

The Governing Board of the National School District, hereinafter called the "District", and the San Diego County Superintendent of Schools, hereinafter called the "County", agree as follows:

COUNTY SERVICES

1. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES
(2017-18 student enrollment reported = 5,372)

1. For Librarian of Record services, the District will pay to the County the rate of \$0.40 per CDE reported student enrollment for the 2017-18 fiscal year. $5,372 \times \$0.40 = \$2,148.80$.

For Librarian of Record services the District will pay to the County the total amount of **\$2,148.80**. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2018 through June 30, 2019.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-3120
cidunlevy@sdcoe.net

Jonathan Hunt
Lead Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-4984
jonathan.hunt@sdcoe.net

District Tech Representative

Name: Wendy O'Connor, Ed.D
Title: Director
Location: NSD District Office
Address: 1500 N Avenue
City/State/Zip: National City, CA 91950
Phone: 619-336-7500
Email: wocannon@nsd.us

District Contact for Communication

Name: _____
Title: _____
Location: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

GOVERNING LAW/VENUE SAN DIEGO

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.

FINAL APPROVAL

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

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**

By _____
(Authorized Signature)

Michael Simonson
Name

Assistant Superintendent, Business Services
Title

Date

NATIONAL SCHOOL DISTRICT

By _____
(Authorized Signature)

Name

Title

Date

Email

Federal I.D. Number

Agenda Item:	14.L. Approve Contract #CT3535 with K-12 Alliance at WestEd to provide professional development on the Next Generation Science Standards engineering standards for National School District.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>NSD proposes to contract with K-12 Alliance at WestEd to provide professional development and curriculum on Engineering Practice Standards within the Next Generation Science Standards (NGSS) for the NSD district Roving Teachers.</p> <p>The Roving Teachers will teach engineering and science lessons to all the K-6 students. The curriculum will address plants, gardens, and engineering practices.</p> <p>The professional development provided by K-12 Alliance at WestEd will prepare the Engineering and Impact Teachers to successfully implement these lessons.</p>
Comments:	The Roving Teachers will release all K-6 classroom teachers to participate in professional development around instructional practices aligned to the integrated California English Language Arts and English Language Development Framework.
Recommended Motion:	Approve Contract #CT3535 with K-12 Alliance at WestEd to provide professional development on the Next Generation Science Standards engineering standards for National School District.
Financial Impact:	<p>Contract costs: Not to exceed \$25,000</p> <p>Additional Staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One Time cost</p> <p>Title 1 Fund</p>
Attachments:	CT3535

Fund	Res	Goal	Function	Object	School
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Contract No. CT3535

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and
K-12 Alliance @ WestEd [REDACTED] 4665 Lampson Ave

Contractor	Taxpayer ID Number	Mailing Address
Los Alamitos	CA	90720
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. The K-12 Alliance will provide techical assistance and professional learning to the district engineering teachers and Impact teachers.

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

2. Term. Contractor shall commence providing services under this Agreement on October 11, 2018, and will diligently perform as required and complete performance by June 30, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-Five Thousand Dollars (\$25,000.00). District shall pay Contractor according to the following terms and conditions:

Contractor will invoice the district

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

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

NSD will provide the Engineering is Elementary kits to be used during the professional development sessions.

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: 4665 Lampson Ave
Los Alamitos, CA 90720

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 11th day of October, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Asst. Superintendent, Business Services

Title

Signature of Authorized Agent

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-		-			
--	--	--	---	--	---	--	--	--

or

Employer identification number

[REDACTED]

Part II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

**Signature of
U.S. person ►**

Date ▶ September 12, 2018

Tulinh Wu, Accounts Receivable Manager

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

REMIT PAYMENTS TO: WestEd Operating Account
PO Box 399001
San Francisco, CA 94139-9001

Agenda Item:	14.M. Approve Contract #CT3538 with UCSD-CREATE for academic math language professional development for NSD teachers.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Best practices in math instruction includes teaching that simultaneously builds content knowledge and language. UCSD-CREATE partnership will provide consultation and professional development on how to implement instructional strategies for students to use mathematical language to communicate and negotiate meaning for mathematical situations.</p> <p>The UCSD-CREATE consultant will provide a series of trainings focused on acquiring the "language of common core math," emphasizing supports for English language learners, for all NSD teachers. This work will support the implementation of the new NSD math framework.</p>
Recommended Motion:	Approve Contract #CT3538 with UCSD-CREATE for academic math language professional development for NSD teachers.
Financial Impact:	<p>Contract costs: Not to Exceed \$20,000</p> <p>Additional Staffing costs: \$0</p> <p>Other costs: \$0</p> <p>LCAP Fund</p>
Attachments:	CT3538



SERVICE AGREEMENT

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

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

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

acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended hereunder.

16. **Non-Interference.** Notwithstanding any other provision contained herein, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent that it will not interfere with work related to the prime missions of UCSD and/or the Department (e.g., education and research). Accordingly, Company's exclusive remedy for failure by either UCSD or persons acting on its behalf to perform services or furnish information or data hereunder at any particular time or in any specific manner, is limited to reimbursement of any unexpended payments under this Agreement.
17. **Non-Exclusive Nature of Services.** The Services herein are being offered to Company on a non-exclusive basis. Nothing herein shall be construed as granting Company any exclusive right(s) to the Service(s) referenced herein, and UCSD retains the right to offer and perform similar or identical Services for others.
18. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
19. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
20. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
21. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
22. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
23. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
24. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.
25. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if

all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.

26. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") and proceed under the provisions of Title 9 of the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.
27. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
28. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
29. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
30. **Company's Representations and Warranties.** Company hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
31. **Export Control.** No ITAR or export controlled materials shall be delivered to UCSD pursuant to this agreement.
32. **Entire Agreement.** This Agreement, including Exhibit A made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order, and any NDA or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-32 inclusive, of this Agreement are invalid, unless approved in writing by the UCSD representative identified in Exhibit A, Paragraph 7.

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

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

Company Name: National Elementary School District

By: _____

Name: **Kimberly Galindo, JD**

Title: **Service Agreement Officer**

Date: **9/17/2018**

By: _____

Name:

Title:

Date:

EXHIBIT A

SERVICES

COMPANY:

National Elementary School District
State of incorporation: CA
Principal place of business located at 1500 N Avenue, National City, CA 91950
Attention: Veronica Calzada
Telephone: 619-336-7750
Fax:
Email: vcalzada@nsd.us

1. SCOPE OF WORK:

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

Joan Commons will provide math professional development to K-6 teachers supporting implementation of new math program and work with teachers to provide parent engagement opportunity.

2. DELIVERABLES:

N/A

3. COST: Total \$Up to \$20,000

4. PAYMENT

4.1. SCHEDULE:

0% of cost due upon signing of this Agreement.

Invoices will be submitted quarterly.

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

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

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

5. TERM OF AGREEMENT: This Agreement will begin on October 1, 2018 and end on June 30, 2019.

6. UCSD CONTACT:

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

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

END OF EXHIBIT A

Agenda Item: **14.N. Approve Contract #CT3541 with Catalina Maynard for professional development and consultation on visual and performing arts for NSD after school programs.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The Y REACH program has been hired to facilitate NSD's State of California- After School Enrichment and Safety (ASES) grant. Educational Services would like to rethink enrichment and intervention options for students participating in the after school ASES program.

Approving this contract will allow for training for REACH staff and consultation on program design at all NSD schools.

Comments: Based on feedback, visual and performing arts will be the first enrichment options to be restructured.

Recommended Motion: Approve Contract #CT3541 with Catalina Maynard for professional development and consultation on visual and performing arts for NSD after school programs.

Financial Impact: Contract costs: Not to exceed \$25,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost \$0
ASES/LCAP Fund

Attachments: CT3541

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

Contract No. CT3541

National School District Independent Contractor Agreement

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

Catalina Maynard

2485 Calle Gaviota

Contractor

Taxpayer ID Number

Mailing Address

San Diego CA 92139, hereinafter referred to as "Contractor."
City State Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Contractor will audit/assess current programming and provide a series of professional development sessions in an effort to expand VAPA programming withing the existing framework. See attachment for listing of additional support.

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

2. Term. Contractor shall commence providing services under this Agreement on October 11, 2018, and will diligently perform as required and complete performance by May 15, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor according to the following terms and conditions:

Not to exceed 20 hours a week at \$50 an hour.

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

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

NA

(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:

NA

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: Catalina Maynard

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 11 day of October, 2018.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Asst. Superintendent, Business Services

Title

Signature of Authorized Agent

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: October 10, 2018

(Area Code) Telephone Number

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ♦	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) National School District 1500 N Avenue National City CA 91950
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ♦	Date ♦

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve the negotiated agreement for 2018-2021 school years between the National City Elementary Teachers Association (NCETA) and the Governing Board of National School District.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The District and the National City Elementary Teachers Association (NCETA) have been involved in negotiations in 2018 for the three-year contract, which expired June 30, 2018. After seven sessions of negotiations, on September 11, 2108 the parties reached a tentative agreement for a new three year agreement for the 2018-2021 school years.

Comments: For the 2018-2019 school year, the tentative agreement includes a restructure of the teacher salary schedule at a cost of 4.115%, 4.115% salary increase for Preschool Teachers and a 4.115% salary increase for Psychologists and Speech Language Pathologists, all effective as of October 1, 2018. In addition, there will be an increase in the maximum annual contribution for Health and Welfare for eligible employees to \$13,600 effective January 1, 2019.

The new three year agreement for the 2019-20 and 2020-21 school years include a 2% salary increase for all certificated staff for the 2019-20 school year. The main provisions include language changes and Impact Teachers rate will increase to Step 1 Column 1 of the salary schedule.

For the 2019-20 school year reopeners shall be limited to Article 14, Health and Welfare and for the 2020-21 school year, reopeners will be limited to Article 14, Health and Welfare and Article 15, Salaries.

The unit members completed their ratification on September 20, 2018.

The Tentative Agreement is attached.

Recommended Motion: Approve the negotiated agreement for 2018-2021 school years between the National City Elementary Teachers Association (NCETA) and the Governing Board of National School District.

Financial Impact: \$1,355,973 - Annual Cost
General Fund

Attachments:
Tentative Agreement NCETA

TENTATIVE AGREEMENT BETWEEN THE
NATIONAL SCHOOL DISTRICT
AND THE
NATIONAL CITY ELEMETNARY TEACHERS ASSOCIATION

September 11, 2018

Article 1 Definition of Terms: No change from the 2016-2018 agreement.

Article 2 Recognition: No change from the 2016-2018 agreement.

Article 3 Preschool Teachers: No changes except for the following:

\$22.00/HR	For participation in staff development, committee work, classroom preparation related to a reassignment or transfer or preschool activities.
\$22.00/HR	For participation in committee work that produces a product including preparation time.
\$22.00/HR	For preparing and conducting a workshop presentation.
Hourly rate consistent with Class 1	For working in an instructional capacity with students.

Article 4 Organizational Security and Association Rights: Changes reflect the AB 119 law.

Article 5 Negotiations Procedure: No change from the 2016-2018 agreement.

Article 6 Hours of Employment: No changes except for the following:

C. Unit members who are required to travel between sites shall be allocated reasonable travel time (i.e. to arrive safely and have appropriate time to set up materials). Travel time shall not infringe on duty free lunch.

Collaboration days will be dedicated to on site-team planning and preparation as determined by unit members in collaboration with their site supervisors. The parties agree that this provision shall not infringe on the Doctor's ability to provide the required instructional minutes for a school year. In the event the number of minimum days needs to be modified for this reason, the parties agree to consult.

2. On four of these days, as calendared by the District annually, the individual teacher planning and preparation will occur on campus.

N. Teachers responsible for issuing progress reports for Special Education shall receive the choice of two (2) substitute days, or stipend equal to the cost of substitute, for the first reporting period and the choice of one (1) substitute day or a stipend equal to the cost of a substitute, for the second period. Each year, teachers will notify their site principal in writing in advance of each parent conference/reporting period, as to their choice of a substitute or stipend. Substitute days for this purpose will be scheduled by the District and must be used 10 days prior to and/or during the District reporting period.

Article 7 Transfer and Assignment: No change from the 2016-2018 agreement.

Article 8 Leaves: J. Parent/Baby-Bonding Leave- Language Pursuant to the California Family Right Act (Government Code section 12945.2)

Article 9 Safety Conditions of Employment: No change from the 2016-2018 agreement.

Article 10 Class Size: No change from the 2016-2018 agreement.

Article 11 Evaluation Process: No change from the 2016-2018 agreement.

Article 12 Grievance Procedure: No change from the 2016-2018 agreement.

Article 13 Part-Time Employment:

1(A) An Impact Teacher's daily rate will be the hourly rate established by Step One, Class One of the salary schedule, as set forth in Appendix A.

(C) Upon hire, Impact Teachers shall receive a calendar of work days and work hours for the duration of assignment. Upon mutual agreement between the District and the Impact Teacher, the work days and/or hours may be altered.

F. Upon successful completion of an initial assignment, the principal may recommend an impact teacher for placement on a rehire list. Impact teachers on a rehire list shall not be required to interview for future Impact assignments at the most recent assignment, but for other Impact assignments at other school sites, they will be required to interview.

2. (F)

May attend professional development activities within the duty day or upon mutual agreement with administrator. Any Professional Development attended outside their duty day will be paid at the rate of established in Article 15 Salaries.

Article 14 Health and Welfare Benefits: Refer to Attachment

Article 15 Salaries: Refer to Attachment

Article 16 Management Rights: No change from the 2016-2018 agreement.

Article 17 No Strike-No Lockout: No change from the 2016-2018 agreement.

Article 18 Effect of Agreement: Refer to Attachment

Article 19 Special Education:

2. (N)

Whenever the ratio of students with IEPs in a general education classroom exceeds 30% of the overall class size, the site administrator will meet with the general education teacher, within ten (10) duty days of the request for such a meeting, to develop a class support plan. Support may include, among other things, specialized training and redistribution of site resources, when available.

Article 20 Peer Assistance and Review (PAR): No change from the 2016-2018 agreement.

Article 21 Discipline Procedure: No change from the 2016-2018 agreement.

Article 22 No change from the 2016-2018 agreement.

Article 23 Inclement Weather or Other Acts of Nature: Language with dates taken out.

Article 24 Support Personnel and Enrichment Teachers: New Article

1.

- A. To ensure a safe and secure campus Support Personnel shall have access to classroom keys.
- B. All Support Personnel shall have a designated work space as determined to be appropriate and feasible by the site administrator.
- C. All Support Personnel seeking transfer or reassignment are entitled to transfer rights under the provisions in Article 7.

2. Enrichment Teachers

- A. The Association and District shall establish an Enrichment Teacher Leadership Team. The team will consist of the Association Enrichment Representative, and the Enrichment Wheel Supervising Administrator and (4) representatives selected from and by the Enrichment Teachers.
- B. The Team shall consult on the planning and development of the calendar for Collaboration and District Thursdays.

3. School Counselors

The district will make reasonable effort to assign at least one credentialed counselor or school social worker per school site.

Agenda Item:	15.B. Approve the negotiated agreement for the 2018-2021, school years between the California School Employees Association (CSEA) and its National Chapter 206 and the National School District.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	The District and the California School Employee Association (CSEA) and its National Chapter 206 have been involved in negotiations in 2018 for the three-year contract, which expired June 30, 2018. After several sessions of negotiations, on September 18, 2108 the parties reached a tentative agreement for a new three year agreement for the 2018-2021 school years.
Comments:	<p>For the 2018-2019 school year, the tentative agreement includes a salary increase of 4% effective as of September 18, 2018. In addition there will be an increase in the maximum annual contribution for Health and Welfare for eligible employees to \$13,684 effective January 1, 2019.</p> <p>The new three year agreement for the 2019-2020 and 2020-2021 school years include a 2% salary increase for all classified staff for the 2019-20 school year. The main provisions include language changes.</p> <p>For the 2019-2020 school year reopeners shall be limited to Article 14, Health and Welfare and for the 2020-2021 school year, reopeners will be limited to Article 14, Health and Welfare and Article 15, Salaries.</p> <p>The unit members will complete their ratification on October 11, 2018.</p> <p>The Tentative Agreement is attached.</p>
Recommended Motion:	Approve the negotiated agreement for the 2018-2021, school years between the California School Employees Association (CSEA) and its National Chapter 206 and the National School District.
Financial Impact:	\$429,232 - Annual Cost General Fund
Attachments:	Tentative Agreement CSEA

**TENTATIVE AGREEMENT
FOR NEW SUCCESSOR AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS
NATIONAL CHAPTER 206
AND THE
NATIONAL SCHOOL DISTRICT
AGREEMENT EFFECTIVE JULY 1, 2018-JUNE 30, 2021**

The District and CSEA agree to the following modification to the Collective Bargaining Agreement:

ARTICLE 4 Due and Deduction:

New law and language regarding compliance regarding dues deduction.

ARTICLE 5 Employee Right: New language to define discipline and due process.

ARTICLE 9 Hours and Overtime:

9.12 A Community Service Event does not occur during the regular student instructional day.

9.12.1 When work **normally and customarily performed by unit members** is required at a Community Services event at their worksite, the assignment shall be offered to the highest level **of unit member within their job family at their** location and is made in accordance with section 9.6.3.

If no one at said worksite elects to work the assignment, it shall be offered to other unit members within the desired classification **as long as it does not interfere with their regular scheduled work hours.**

9.12.2 If a Community Services event will last for more than four (4) weeks, the assignment will be rotated. In addition, if a Community services event is offered annually at the site then the unit members shall be rotated each year by descending order of seniority.

9.13 It is understood that the Campus Student Supervisors are restricted from subbing at other school sites unless an emergency need would arise, prior authorization from Human Resources would be needed.

ARTICLE 10: Pay and Allowances

- The District will provide a 6.0% over the next two years;
4 % on schedule salary retroactive September 18, 2018. In addition, increase of 2 % to all unit members on schedule salary who are in employed status on the date of final ratification of this Agreement by the Governing Board effective July 1, 2019.

- In addition, if any other bargaining unit or employee group within the District receives higher increase in compensation salary, the equivalent percent shall be applied to the classified bargaining unit.

ARTICLE 12: Health and Welfare Benefits

- Benefit Allowance: The District will increase the maximum contribution per eligible employee to \$13,684

ARTICLE 18: Vacancies

18.3 All vacancies will be posted internally before being advertised to the public. Notification of all vacancies will be posted at each work site for not less than 5 working days prior to being advertised to the public. CSEA shall be sent a copy of the notice at the time it is posted.

ARTICLE 22: Training

22.3 In-service training shall take place during the regular working hours at no pay loss of pay or benefits to the unit members. **This excludes unit members that work in direct supervision or provide services to students during their work day. For those positions, compensation will occur for In-Service training after their work day. Unit members will be notified of any scheduled In-Service training a minimum of 10 working days prior.**

ARTICLE 27: Terms of Agreement

For the 2019-20 school Article 12, Health and Welfare Benefits may be reopened. For the 2020-21 school year, Article 10, Pay and Allowances and Article 12, Health and Welfare Benefits may be reopened. No other articles will be opened in the 2019-20 and 2020-21 school years, except the District and CSEA agree to meet to negotiate any new laws and/or settle negotiable items with a signed agreement.

Agenda Item: **15.C. Approve a four percent (4%) increase on the current salary schedule for confidential, management and supervisory personnel effective October 1, 2018 and a 2% increase for the 2019-2020 school year effective July 1, 2019.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The National City Elementary Teachers Association (NCETA) and the California School Employees Association (CSEA) and its Chapter 206 have reached a tentative agreement with the National School District. Recommendation would be to include confidential, management and supervisory staff in the agreement.

Comments: The District Superintendent is recommending that the Board approve the increase on the salary schedule for the 2018-2019 school year and a 2% for the 2019-2020 school year for confidential, management and supervisory personnel.

Recommended Motion: Approve a four percent (4%) increase on the current salary schedule for confidential, management and supervisory personnel effective October 1, 2018 and a 2% increase for the 2019-2020 school year effective July 1, 2019.

Financial Impact: \$186,380 - Annual Cost
General Fund

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Approve Contract #CT3542 with BCK Programs, LLC for Sustainability Consulting Services.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: While NSD has made some improvements toward more sustainable practices, there are still many more environmental actions for NSD to undertake, especially as they relate to engaging students with environmental literacy.

Approval of this contract will allow National School District Administrators to work with consultants to begin implementation of a three-year sustainability plan proposed by BCK Programs, LLC. Specifically, the work will focus on supporting waste diversion efforts, policy development around sustainability, and the establishment of a district-wide green committee to involve more stakeholders in the work.

While this contract will focus on district-wide sustainability support, it would not preclude individual sites from also contracting with BCK Programs, LLC or other green consultants.

Comments: On January 11, 2018, NSD contracted with BCK Programs, LLC to Develop a long-range environmental stewardship plan to involve all District schools and begin work on pre-identified sustainability goal of waste diversion through the implementation of a student-driven waste diversion program at one District elementary school.

In March 2018, utilizing Palmer Way as a pilot school, BCK worked with 40 second and third grade students to audit the campus waste stream and develop a model protocol scalable to other schools within NSD. In May 2018, Palmer Way students presented sustainability recommendations to the School Board. In August, BCK presented again to the governing Board and included a recommended environmental stewardship plan.

BCK worked closely with District and school site administrators to determine priority and importance of sustainability goals. Additional surveys were sent out to NSD staff to determine priorities for next steps. Across the District, staff ranked nutrition and garden science along with waste reduction and recycling as their top two priorities. There was also strong interest from Kimball Elementary for a focus on water pollution prevention.

After careful review of all reports and surveys, NSD administration recommends engaging the help of BCK Programs, LLC to continue the roll-out of the waste diversion efforts at the pilot school and spreading those ideas across sites. In addition, NSD seeks the help of BCK Programs, LLC to further support waste diversion efforts as outlined in their final report. Consulting services for 2018-19 may include (but not limited to) the following recommended tasks:

- Assist with the creation of a green mission statement
- Guide the development and prioritization of district sustainability goals and benchmarks
- Help with developing a board resolution and/or district sustainability policy
- Research green products and technologies for consideration
- Identify community partners who can assist in sustainability efforts

- Attend meetings or conferences on behalf of NSD to advance green efforts
- Assist in training and/or creating training material for students and staff as NSD
- transitions to green practices
- Identify grants and other funding sources for green efforts such as incentive programs and rebates
- Assist in creating campaigns to help shift to more resource efficient behaviors
- Collect baseline data and measure effectiveness of key green actions
- Coordinate and assist with the implementation of already identified best practices
- Assist with coordinating environmental stewardship lessons and pilot
- environmental literacy opportunities at school sites

Recommended
Motion:

Approve Contract #CT3542 with BCK Programs, LLC for Sustainability Consulting Services.

Financial Impact:

Contract costs: Not to exceed \$30,000
Additional Staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3542

[01	-00	1-0000	-779	1-0000	1-7200	1-5800	-000	1-000]
		Fund		Res	Goal	Function		Object	

School Contract No. CT3542

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and
BCK Programs, LLC 765 Normandy Rd.

Contractor	Taxpayer ID Number	Mailing Address
<u>Encinitas</u> City	<u>CA</u> State	<u>92024</u> Zip Code

, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. To provide services as detailed in BCK LLC. Sustainability Report. See Exhibit A.
2. Term. Contractor shall commence providing services under this Agreement on October 10, 2018, and will diligently perform as required and complete performance by June 30, 2019.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Thousand Dollars (\$ 30,000). District shall pay Contractor according to the following terms and conditions:

Not to exceed \$30,000. Must submit invoices to Business Services to receive payment.

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:

No exceptions

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:

Equipment and supplies purchased by the District for use by District personnel and students. All materials to be pre-approved by District before purchase, or purchased by District.

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. Contractor shall comply with all insurance requirement listed in RFQ 16-17-240 Green Consultant (Exhibit A)
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 11 day of October, 2018.

NATIONAL SCHOOL DISTRICT

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Asst. Superintendent of Business Services

Title

CONTRACTOR

Signature of Authorized Agent

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: October 10, 2018

(Area Code) Telephone Number

BCK Programs, LLC™
ENVIRONMENTAL EDUCATION



October 10, 2018

Exhibit A

Consulting Services may include (but not limited to) the following recommended tasks:

- Assist with the creation of a green mission statement
- Guide the development and prioritization of district sustainability goals and benchmarks
- Help with developing a board resolution and/or district sustainability policy
- Research green products and technologies for consideration
- Attend meetings or conferences on behalf of NSD to advance green efforts
- Assist in training and/or creating training material for students and staff as NSD transitions to green practices
- Identify grants and other funding sources for green efforts such as incentive programs and rebates
- Assist in creating campaigns to help shift to more resource efficient behaviors
- Collect baseline data and measure effectiveness of key green actions
- Coordinate and assist with the implementation of already identified best practices
- Identify community partners who can assist in sustainability efforts
- Assist with coordinating environmental stewardship lessons and pilot environmental literacy opportunities at school sites

Agenda Item:

16.B. Accept gifts.

Speaker:

Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$25.00 from an anonymous donor through Sempra Energy to Kimball School for student activities.
2. \$80.00 from United Cerebral Palsy Association to Ira Harbison School for school and classroom supplies.
3. \$400.00 from Palmer Way PTA to Palmer Way School for field trip transportation.
4. \$36.50 from Change4Schools LLC to Olivewood School for any school needs.
5. \$40.00 from Beverly Hayes to Olivewood School for field trips.
6. \$1084.77 from Chuck E. Cheese to Olivewood School for field trip transportation and any school needs.
7. \$150.00 from National City Elementary Teachers Association to Ira Harbison School for sixth grade camp.
8. \$1520.10 from Ira Harbison PTA to Ira Harbison School for field trip transportation.
9. \$150.00 from Mission Federal Credit Union to National School District for NSD Parent Summits.

Quick Summary /
Abstract:

- Sempra Energy Foundation is a community partner with an interest in supporting local youth. Sempra donates to schools on behalf of Sempra employees who complete volunteer hours at those schools.
- United Cerebral Palsy Association of SDC is a nonprofit organization that educates, advocates, and provides support services to people with disabilities.
- Palmer Way PTA works throughout the year to support various programs at Palmer Way School and National School District.
- Change4Schools, LLC is a local community partner who supports youth.
- Beverly Hayes is a district employee with an interest in supporting school activities.
- Chuck E. Cheese is proud to support education in the community by providing a 15% donation of all event sales.
- The National City Elementary Teachers Association strives to improve the academic achievement of students in U.S. public schools, engage students in critical thinking, and provide educational experiences for students.
- Ira Harbison PTA works throughout the year to support various programs at Ira Harbison School and National School District.
- Mission Federal Credit Union is a community partner with an interest in supporting local youth.

Comments:

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

Agenda Item: **17. BOARD WORKSHOP**

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

Speaker: Maria Betancourt-Castaneda, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, a workshop is being held to discuss suggestions in more detail. Policy updates discussed in this workshop were presented to the Board for first reading on September 12, 2018 and will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: Policies in this workshop will be focused on administrative and business related policies, specifically in the 0000, 1000, 2000, 3000, 7000, and 9000 sections of our NSD policies.

Current NSD policies can be found at <http://www.gamutonline.net/district/national/>.

See Exhibit B for policies and suggested changes that will be discussed in the workshop.

Attachments:
Exhibit B

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item:

19. ADJOURNMENT