



# Governing Board Agenda

**October 27, 2021**

## **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.

### **Maria Betancourt-Castañeda, Board Clerk**

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2022.

### **Leighangela Brady, Secretary**

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

### **Maria Dalla, Board President**

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2022.

### **Michelle Gates, Board Member**

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

### **Rocina Lizarraga, Board Member**

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

### **Alma Sarmiento, Board Member**

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2022.

## **This meeting may be recorded**

In accordance with Board Policy, audio recordings of Governing 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 listen to the recording.

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.

## Meeting Conduct

Per Government Code 54957.9, the Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

## Speaking to the Board

If you wish to speak to the Board, please fill out a “Request for Oral Communications” 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 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, at 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.



**NATIONAL SCHOOL DISTRICT**

**CORE VALUES**

#NSDnow

**We Believe...**  
Children first.  
Relationships matter.  
Whatever it takes!

**VISION**  
*Our Promise...*  
Exceptionally Prepared Learners;  
Innovative and Compassionate World Citizens

**MISSION**

**Creating Successful Learners... Now.**  
Each student in the National School District receives an exemplary, world-class education in a safe and nurturing environment. By collaborating with educators, staff, parents and our diverse community, all students attain the skills essential to succeed and thrive in a competitive, global society.





## REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, October 27, 2021

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

The public may view the meeting by accessing the following link:

[https://youtu.be/XOq\\_k45JfWU](https://youtu.be/XOq_k45JfWU)

*(If you are having trouble with the link, please try copying  
and pasting the link to the address bar in your browser.)*

### 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. CLOSED SESSION ROLL CALL**

**3. PUBLIC COMMUNICATIONS - CLOSED SESSION ITEMS**

Ms. Maria Dalla,  
Board President

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. 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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. 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.

**4. ADJOURN TO CLOSED SESSION**

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

Closed session in accordance with Government Code Section 54956.9:  
**CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
OAH Case # 2021090690  
OAH Case # 2021090575

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

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

**6. RETURN TO OPEN SESSION**

**7. CALL TO ORDER**

**8. PLEDGE OF ALLEGIANCE**

**9. OPEN SESSION ROLL CALL**

**10. PRESENTATIONS**

**10.A.** Introduce and welcome the new employees.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

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## 11. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,  
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. 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.

## 12. AGENDA

### 12.A. Accept Agenda.

Ms. Maria Dalla,  
Board President

## 13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Ms. Maria Dalla,  
Board President

All items listed under the Consent Agenda 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 Agenda. All items approved by the Board will be deemed as considered in full and adopted as recommended.

### 13.A. Administration

#### 13.A.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

Dr. Leighangela  
Brady, Superintendent

#### 13.A.II. Adopt Resolution #21-22.12 delegation of authority to enter into written agreements or written contracts under specific limitations.

Dr. Leighangela  
Brady, Superintendent

### 13.B. Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

#### 13.B.II. Accept the employee resignations/retirements.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

### 13.C. Educational Services

#### 13.C.I. Amend Non-Public School Master contract #CT3836 with Aseltine School to provide an educational program for special education students for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

October 27, 2021

**13.C.II.** Amend Non-Public School Master contract #CT3838 with Stein Education Center to provide an educational program for special education students for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.C.III.** Amend Individual Services Agreement #CT3839 with Aseltine School to provide an education program for student #3711706 for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.C.IV.** Amend Individual Services Agreement #CT3840 with Aseltine School to provide an educational program for student #3709915 for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.C.V.** Amend Individual Services Agreement #CT3842 with Stein Education Center to provide an educational program for student #3712441 for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.C.VI.** Ratify Individual Service Agreement #CT3905 with Aseltine School to provide an educational program for student #3713445 for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.** Business Services - None

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

#### **14. GENERAL FUNCTIONS**

**14.A.** Approve the minutes of the Regular Board Meeting held on October 13, 2021.

Dr. Leighangela  
Brady, Superintendent

**14.B.** Adopt Resolution #21-22.13 regarding absence of Board Member Ms. Maria Dalla due to bereavement.

Dr. Leighangela  
Brady, Superintendent

#### **15. EDUCATIONAL SERVICES**

**15.A.** Approve application for National School District to apply for the California Department of Education, California Code of Regulations Title 5, Section 3043(d) waiver.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.B.** Approve contracts #CT3884 through #CT3893 with the YMCA of San Diego County for sixth grade camp.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.C.** Approve contract #CT3898 a San Diego County Interagency Agreement to provide educational support to students in Foster Care for National School District from August 2021 to July 2026. (Exhibit A)

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.D.** Approve contract #CT3899 with 360 Degree Customer Inc. to provide Special Education Services for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

## **16. HUMAN RESOURCES**

**16.A.** Approve agreement #CT3902 with National University and National School District for an unpaid Student Teaching, Field Experience and Practicum Agreement.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**16.B.** Approve agreement #CT3903 with the Azusa Pacific University and National School District from July 1, 2021 to June 30, 2025 for educational field experiences. (Exhibit B)

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

## **17. BUSINESS SERVICES**

**17.A.** Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.B.** Approve the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan. (Exhibit C)

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

## **18. BOARD/CABINET COMMUNICATIONS**

## **19. ADJOURNMENT**

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

Agenda Item: **2. CLOSED SESSION ROLL CALL**

Quick Summary /  
Abstract: Board:  
Ms. Maria Dalla, Board President  
Ms. Maria Betancourt-Castañeda, Board Clerk  
Ms. Alma Sarmiento, Trustee  
Ms. Michelle Gates, Trustee  
Ms. Rocina Lizarraga, Trustee

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

Agenda Item: **3. PUBLIC COMMUNICATIONS - CLOSED SESSION ITEMS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /  
Abstract: Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. 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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. 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: **4. ADJOURN TO CLOSED SESSION**

Agenda Item: **5. CLOSED SESSION - 4:00 P.M.**

Quick Summary /  
Abstract: Closed session in accordance with Government Code Section 54956.9:  
**CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
OAH Case # 2021090690  
OAH Case # 2021090575

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

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

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Agenda Item: **6. RETURN TO OPEN SESSION**

Agenda Item: **7. CALL TO ORDER**

Agenda Item: **8. PLEDGE OF ALLEGIANCE**

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Agenda Item: **9. OPEN SESSION ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Maria Dalla, Board President  
Ms. Maria Betancourt-Castañeda, Board Clerk  
Ms. Alma Sarmiento, Trustee  
Ms. Michelle Gates, Trustee  
Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration  
Dr. Sharmila Kraft, Assistant Superintendent, Educational Services  
Dr. Leticia Hernandez, Assistant Superintendent, Human Resources  
Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PRESENTATIONS**

Agenda Item: **10.A. Introduce and welcome the new employees.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /  
Abstract: The employees on the attached list were approved at the October 13, 2021 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

	<b>Introduce &amp; Welcome 10/27/21</b>	
<b>Name</b>	<b>Position</b>	<b>Location</b>
Alexis Abarca	Instructional Assistant-Special Education	Olivewood School
Charles Eze	Resource Specialist Program Teacher	Lincoln Acres School
Jose de Jesus Huerta Huinquez	Custodian-Night	Lincoln Acres School
Yesenia Iniguez	Instructional Assistant-Special Education	Lincoln Acres School
Melissa Northcutt	Human Resources Specialist	Human Resources Department

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Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, 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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. 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: **12. AGENDA**

Agenda Item: **12.A. Accept Agenda.**

Speaker: Ms. Maria Dalla, Board President

Recommended Motion: Accept Agenda

Agenda Item: **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /  
Abstract: All items listed under the Consent Agenda 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 Agenda. All items approved by the Board will be deemed as considered in full and adopted as recommended.

Recommended  
Motion: Approve Consent Agenda.

Agenda Item: **13.A. Administration**

Agenda Item: **13.A.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

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

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

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

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of July through September 2021, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Recommended Motion: Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

Attachments:  
Williams Quarterly Report



**National School District**  
**Quarterly Uniform Complaint Report Summary**  
**For submission to National School District Governing Board**  
**and**  
**San Diego County Office of Education**

District Name: National School District

Quarter covered by this report: July 1, 2021 to September 30, 2021

Please fill in the following table. Enter 0 in any cell that does not apply.

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **13.A.II. Adopt Resolution #21-22.12 delegation of authority to enter into written agreements or written contracts under specific limitations.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: At times, the Superintendent of the District may have a need to enter into written agreements or contracts with outside vendors and/or consultants for products and/or services under certain limitations.

This resolution would allow the Superintendent to enter into a contract without the need to call a Special Board Meeting or wait for a Regular Board Meeting to occur. Limitations of this authority are outlined in the resolution.

Comments: Resolutions like this are common practice in districts to address time sensitive needs.

Since September 25, 2018, the Governing Board has annually given this authority to the Superintendent.

Recommended Motion: Adopt Resolution #21-22.12 delegation of authority to enter into written agreements or written contracts under specific limitations.

Attachments:  
Resolution #21-22.12

# National School District Resolution

#21-22.12

## DELEGATION OF AUTHORITY TO ENTER INTO WRITTEN AGREEMENTS OR WRITTEN CONTRACTS UNDER SPECIFIC LIMITATIONS

**WHEREAS**, the Governing Board is authorized in Education Code section 35161 to delegate any of its statutory powers or duties to the Superintendent of the District.

**WHEREAS**, the Governing Board now desires to specifically delegate to the Superintendent of the District the authority to enter into written agreements or contracts with outside vendors and/or consultants for products and/or services under the limitations of this Resolution.

### **NOW, THEREFORE, BE IT RESOLVED THAT**

The Governing Board hereby specifically delegates to the Superintendent of the District the authority to enter into written agreements or written contracts with outside vendors and/or consultants for products and/or services without prior or subsequent approval by the Governing Board under the limitations of this Resolution. This Resolution does not authorize oral agreements or oral contracts of any kind or type. This Resolution does not authorize any agreement or contract to purchase or sell real property, any agreement or contract to lease real property, or any agreement or contract to borrow money. This Resolution is strictly limited to written agreements or written contracts with outside vendors and/or consultants for products and/or services.

### **BE IT FURTHER RESOLVED THAT**

The Superintendent, within her discretion, is hereby authorized to enter into written agreements or written contracts with outside vendors and/or consultants for products and/or services without prior or subsequent approval by the Governing Board under the limitations of this Resolution which shall include all of the following:

1. Each and every written agreement or contract shall be reviewed and approved in writing as to form by legal counsel for the District before it is approved by the Superintendent. The Superintendent shall not approve any written agreement or contract without prior review and approval in writing as to form by legal counsel for the District.
2. Each and every written agreement or contract shall have a term of no longer than twelve (12) months.

October 27, 2021

3. Each and every written agreement or contract shall be consistent with the current adopted Budget in the District and shall not cause any additional deficit spending. This means that any such written agreement or contract shall be consistent with the amounts budgeted in any major classification of the current adopted Budget in the District.
4. Each and every written agreement or contract shall be consistent with and not in conflict with any Board Policy in the District or any prior action by the Governing Board. In no event may the Superintendent enter into any written agreement or contract where the Governing Board at an open Board meeting took action not to enter into the written agreement or contract or failed to take action on the proposed written agreement or contract.
5. Each and every written agreement or contract shall have an absolute total or maximum liability and/or cost to the District of ten thousand dollars (\$10,000.00) for the entire term of the written agreement or contract.
6. Each and every written agreement or contract shall not have an automatic renewal provision.
7. Each and every written agreement or contract shall be considered a record to be fully disclosed to the public under the California Public Records Act, and a record to be made reasonably available to the public for inspection or copying.
8. Within one week after approval of any written agreement or contract by the Superintendent, the Superintendent shall notify all members of the Governing Board regarding her action, and shall make a copy of the written agreement or contract immediately available to any member of the Governing Board upon request.
9. No written agreements or written contracts shall be entered into under this Resolution during any time when the District does not have an approved Budget, during any time when the District has a qualified or negative certification under Education Code section 42131 or any other applicable law, or during any time when the District must borrow funds to meet current cash needs.
10. The Superintendent may enter into no more than three (3) written agreements or written contracts under this Delegation of Authority during each school year.

Resolution #21-22.12  
October 27, 2021  
Page 3

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 27th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

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Secretary to the Governing Board

October 27, 2021

Agenda Item: **13.B. Human Resources**

Agenda Item: **13.B.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Dr. 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 27, 2021**

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

None				
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**Temporary Employment**

1. Krystal Baeza	Impact Teacher 4 hours per day not to exceed 125 days per year Kimball School	October 28, 2021 to June 8, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
2. Terri Blunk	Temporary Classroom Teacher, Grade Transitional Kindergarten 6.58 hours per day 185 days per year Olivewood School	October 28, 2021 to June 8, 2022	Class 1, Step 1	General Fund
3. Yolanda Orozco	Impact Teacher 4 hours per day not to exceed 125 days per year El Toyon School	October 28, 2021 to June 8, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds

**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Leave of Absence**

None				
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**CLASSIFIED STAFF RECOMMENDATIONS**  
**October 27, 2021**

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

None				
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**Temporary Employment**

None				
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**Additional Duties**

None	October 27, 2021			
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**Contract Extension/Change**

4. Elizabeth Huato Maldonado	From Instructional Assistant-Special Education John Otis School to Library Media Specialist 7.5 hours per day 210 days per year Las Palmas School	October 28, 2021	Range 20, Step 1	General Fund
5. Brenda Arellano Munoz	From Transportation Student Attendant Transportation Department to Instructional Assistant-Special Education 3.25 hours per day 210 days per year John Otis School	October 28, 2021	Range 16, Step 1	General Fund

**Leave of Absence**

None				
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Agenda Item: **13.B.II. Accept the employee resignations/retirements.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employee resignations/retirements on the attached list were accepted by Dr. Leticia Hernandez, Assistant Superintendent, Human Resources.

Attachments:  
Resignations/Retirements

<b>Resignations 10/27/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Elisa Baro	Administrative Assistant-School	Central School	October 29, 2021

<b>Retirements 10/27/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
None			

Agenda Item: **13.C. Educational Services**

Agenda Item: **13.C.I. Amend Non-Public School Master contract #CT3836 with Aseltine School to provide an educational program for special education students for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this amendment will allow National School District to update the Aseltine School Master Contract #CT3836 to reflect the new negotiated daily rate for Inclusive Education Program.

At the May 26, 2021 meeting, the Governing Board approved the Aseltine School Master Contract #CT3836 that reflected the rate for Inclusive Education Program at \$218.02 per day.

Since this approval, the San Diego County Special Education Local Plan (SELPA) negotiated a new daily rate for Inclusive Education Program at \$226.74 per day.

Comments: Students are referred to Aseltine School in accordance with their Individualized Education Plan (IEP) to best meet their educational and safety needs.

Recommended Motion: Amend Non-Public School Master contract #CT3836 with Aseltine School to provide an educational program for special education students for the 2021-2022 school year.

Financial Impact: Amendment cost: \$8.72 per day, per student  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3836

LEA: National School District

Nonpublic: Aseltine School

**2021-2022**  
**Nonpublic**  
**Master Contract**

**Appendix A: Schools**

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October 27, 2021

## NONPUBLIC MASTER CONTRACT Appendix A: Schools

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

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

### SECTION 2: EDUCATIONAL PROGRAM

#### 2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

#### 2.2 GENERAL PROGRAM OF INSTRUCTION

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

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

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

October 27, 2021

a. Transcripts

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

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2<sup>nd</sup>) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the 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 the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

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

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

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

October 27, 2021

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

## 2.6 PARENT VISITS

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

## 2.7 ASSESSMENTS

### a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

## 2.8 STAFF ABSENCES

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

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

## 2.9 MONITORING

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

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.



## SECTION 3: SAFETY

### 3.1 SAFE AND APPROPRIATE ENVIRONMENT

#### a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

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

#### b. Fire Drills

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

#### c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

### 3.2 ATTENDANCE

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

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

#### a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10<sup>th</sup>) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10<sup>th</sup>) day of absence.

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

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

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

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

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

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

e. Medication

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

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

**SECTION 4: FINANCIAL**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR NPS ID NUMBER: 37-68338-6975270

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

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

a. General Program Tuition Rate

1) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$226.74

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>\$21.53</u>	<u>Hourly</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

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

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	\$30.00	Per One Way Trip
Bus Passes	See Current	SDMTS Rates

NOTES: \$22.00 per hour for late Bus pick-ups. A Fifteen (15) minute grace period given before charging.

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.  
*List late pick up fees in the notes section of the rate sheet.*

**SECTION 5: APPROVALS**

**CONTRACTOR**  
Nonpublic School

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

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

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**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Arik Avanesyans, Assistant Superintendent, Business Services  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

Agenda Item: **13.C.II. Amend Non-Public School Master contract #CT3838 with Stein Education Center to provide an educational program for special education students for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this amendment will allow National School District to update the Stein Education Center master contract #CT3838 to reflect the new negotiated daily rate for Inclusive Education Program.

At the May 26, 2021 meeting, the Governing Board approved the Stein Education Center School Master Contract #CT3838 that reflected the rate for Inclusive Education Program at \$267.38 per day.

Since this approval, the San Diego County Special Education Local Plan (SELPA) negotiated a new daily rate for Inclusive Education Program at \$278.08 per day.

Comments: Students are referred to Stein Education Center in accordance with their Individualized Education Plan (IEP) to best meet their educational and safety needs.

Recommended Motion: Amend Non-Public School Master contract #CT3838 with Stein Education Center to provide an educational program for special education students for the 2021-2022 school year.

Financial Impact: Amendment cost: \$10.70 per day, per student  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3838

LEA: National School District

Nonpublic: Stein Education Center

**2021-2022**  
**Nonpublic**  
**Master Contract**

**Appendix A: Schools**



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2021-2022*

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2021-2022*

**NONPUBLIC MASTER CONTRACT**  
**Appendix A: Schools**

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

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

**SECTION 2: EDUCATIONAL PROGRAM**

**2.1 ADMISSION / ENROLLMENT PROCEDURE**

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

**2.2 GENERAL PROGRAM OF INSTRUCTION**

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

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2021-2022**

a. Transcripts

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

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2<sup>nd</sup>) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the 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 the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

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

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
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In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

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

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2021-2022*

**SECTION 3: SAFETY**

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

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

b. Fire Drills

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

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

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

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

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10<sup>th</sup>) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10<sup>th</sup>) day of absence.

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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

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

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

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

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

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

e. Medication

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

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
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**SECTION 4: FINANCIAL**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

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

a. General Program Tuition Rate

1) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$278.08

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>21.53</u>	<u>per hour</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2021-2022*

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



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
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Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	\$23.14 *	Per Trip
Bus Passes		

NOTES: \*Per Master Contract Van Drivers = \$23.14 per trip, each additional aide = \$23.14 per trip plus mileage.

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.  
*List late pick up fees in the notes section of the rate sheet.*

San Diego County Nonpublic Master Contract  
Appendix A: Schools  
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Chayo Chavez, Director  
(Type) Name and Title



LEA

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Arik Avanesyans, Assistant Superintendent Business Services  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

Agenda Item: **13.C.III. Amend Individual Services Agreement #CT3839 with Aseltine School to provide an education program for student #3711706 for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this amendment will allow National School District to update the Aseltine School Individual Services Agreement #CT3839 to reflect the new negotiated daily rate for Inclusive Education Program.

At the May 26, 2021 meeting, the Governing Board approved the Aseltine School Individual Services Agreement #CT3839 that reflected the rate for Inclusive Education Program at \$218.02 per day with an annual cost of \$45,784.20

Since this approval, the San Diego County Special Education Local Plan (SELPA) negotiated a new daily rate for Inclusive Education Program at \$226.74 per day with an annual cost of \$48,068.88

Comments: Approval of #CT3839 for Individual Service Agreement will provide student #3711706 to receive program and services recommended by the student's IEP.

Recommended Motion: Amend Individual Services Agreement #CT3839 with Aseltine School to provide an education program for student #3711706 for the 2021-2022 school year.

Financial Impact: Amendment cost: Not to exceed \$2,284.68  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3839



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

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

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/youth \$72/adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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-

\_\_\_\_\_  
Aseltine School  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Florida May Padilla, Executive Director  
(Name and Title)

\_\_\_\_\_  
Arik Avanesyans, Assistant Superintendent Business Services  
(Name of Superintendent or Authorized Designee)

Agenda Item: **13.C.IV. Amend Individual Services Agreement #CT3840 with Aseltine School to provide an educational program for student #3709915 for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this amendment will allow National School District to update the Aseltine School Individual Services Agreement Contract #CT3840 to reflect the new negotiated daily rate for Inclusive Education Program.

At the May 26, 2021 meeting, the Governing Board approved the Aseltine School Individual Services Agreement contract #CT3840 that reflected the rate for Inclusive Education Program at \$218.02 per day. Annual Cost of \$45,784.20.

Since this approval, the San Diego County Special Education Local Plan (SELPA) negotiated a new daily rate for Inclusive Education Program at \$226.74 per day. Annual Cost of \$48,068.88.

Comments: Approval of #CT3840 for Individual Service Agreement will provide student #3713445 to receive program and services recommended by the student's IEP.

Recommended Motion: Amend Individual Services Agreement #CT3840 with Aseltine School to provide an educational program for student #3709915 for the 2021-2022 school year.

Financial Impact: Amendment cost: Not to exceed \$2,284.68  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3840



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

This agreement is effective on 7/1/2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School Asetline School

LEA Case Manager: Name Janna Piper Phone Number 619-336-7748

Pupil Name █ █ Sex   Grade █  
 (Last) (First) (M.I.)

Address █ City █ State/Zip █

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

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

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

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 361 during the regular school year  
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
32 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM:* (Applies to nonpublic schools only): Daily Rate: \$226.74  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 212 x Daily Rate \$226.74 = PROJECTED BASIC EDUCATION COSTS (A) \$48,068.88

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		Per IEP	\$21.53/per hour	Per IEP	
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		Per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

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

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/Youth \$72/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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-

\_\_\_\_\_  
Asettine School  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Florida May Padilla, Executive Director  
(Name and Title)

\_\_\_\_\_  
Arik Avanesyans, Assistant Superintendent Business Services  
(Name of Superintendent or Authorized Designee)

Agenda Item: **13.C.V. Amend Individual Services Agreement #CT3842 with Stein Education Center to provide an educational program for student #3712441 for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this amendment will allow National School District to update the Stein Education Center Individual Services Agreement #CT3842 to reflect the new negotiated daily rate for Inclusive Education Program.

At the May 26, 2021 meeting, the Governing Board approved the Aseltine School Individual Services Agreement #CT3842 that reflected the rate for Inclusive Education Program at \$267.38 per day with annual cost of \$59,625.74

Since this approval, the San Diego County Special Education Local Plan (SELPA) negotiated a new daily rate for Inclusive Education Program at \$278.08 per day with an annual cost of \$62,011.84

Comments: Approval of #CT3842 for Individual Service Agreement will provide student #3712441 to receive program and services recommended by the student's IEP.

Recommended Motion: Amend Individual Services Agreement #CT3842 with Stein Education Center to provide an educational program for student #3712441 for the 2021-2022 school year.

Financial Impact: Amendment cost: Not to exceed \$2,386.10  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3842

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

This agreement is effective on 7/1/2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School Stein Education Center

LEA Case Manager: Name Janna Piper Phone Number 619-336-7748

Pupil Name [Redacted] (Last) [Redacted] (First) Sex  [Redacted]  [Redacted] (M.I.)

Address [Redacted] City [Redacted] State/Zip [Redacted]

DOB [Redacted] Residential Setting:  [Redacted]  [Redacted]  [Redacted]  OTHER \_\_\_\_\_

Parent/Guardian [Redacted] Phone [Redacted] ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year  
315 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
43 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$278.08  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 223 x Daily Rate \$278.08 = PROJECTED BASIC EDUCATION COSTS (A) \$62,011.84

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X			\$113.03	223	\$25,205.69
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		Per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)		X			\$21.31		
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		Per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities - Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services - Assessment (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

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

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	Van driver \$23.14 per trip*					As needed	
Bus Passes	\$23.00/mthly					As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\*each additional aide \$23.14 per trip. Bus Aide rate \$24.22

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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-

\_\_\_\_\_  
Stein Education Center  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Chayo Chavez, Director  
(Name and Title)

\_\_\_\_\_  
Arik Avanesyans- Assistant Superintendent Business Services  
(Name of Superintendent or Authorized Designee)

Agenda Item: **13.C.VI. Ratify Individual Service Agreement #CT3905 with Aseltine School to provide an educational program for student #3713445 for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this ratification for Student #3713445 who is in need of a program and services provided in a non-public school setting. Placement at Aseltine School is recommended by the Individualized Education Plan (IEP) team to provide the student more targeted and intensive services.

The terms of this contract include services for the 2021-2022 school year and Extended School Year (ESY).

Comments: Ratification approval of Agreement #CT3905 for Individual Service Agreement will provide student #3713445 to receive program and services recommended by the student's IEP.

Recommended Motion: Ratify Individual Service Agreement #CT3905 with Aseltine School to provide an educational program for student #3713445 for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$48,068.88  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3905

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

This agreement is effective on 7/1/2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School Aseltine School

LEA Case Manager: Name Janna Piper Phone Number 619-336-7748

Pupil Name                                           Sex   Grade       
 (Last) (First) (M.I.)

Address                                      City                      State/Zip                     

DOB              Residential Setting:     OTHER

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

Address                                      City                      State/Zip                       
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 361 during the regular school year  
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
32 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
  - A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$226.74  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 212 x Daily Rate \$226.74 = PROJECTED BASIC EDUCATION COSTS (A) \$48,068.88

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		Per IEP	\$21.53/per hour	Per IEP	
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		Per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

*(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)*

**2021-2022**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

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

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

**2021-2022**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/Youth \$72/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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-

\_\_\_\_\_  
Aseltine School  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Florida May Padilla, Executive Director  
(Name and Title)

\_\_\_\_\_  
Arik Avanesyans, Assistant Superintendent Business Services  
(Name of Superintendent or Authorized Designee)

Agenda Item: **13.D. Business Services**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: None

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Approve the minutes of the Regular Board Meeting held on October 13, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Regular Board Meeting held on October 13, 2021.

Attachments:  
Board Minutes- 10/13/21



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

October 13, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/FKPD-FtJYIY>

**1. CALL TO ORDER**

Board Clerk, Ms. Maria Betancourt-Castañeda, called the meeting to order at 4:01 p.m.

**2. CLOSED SESSION ROLL CALL**

**Attendance taken at 4:01 p.m.:**

Present:

Ms. Maria Betancourt-Castañeda

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Absent:

Ms. Maria Dalla

Ms. Vanessa Ceseña took roll call.

**3. PUBLIC COMMUNICATIONS**

None.

**4. ADJOURN TO CLOSED SESSION**

**5. CLOSED SESSION- 4:01 P.M.**

Closed session was held from 4:01 p.m. to 5:44 p.m.

No action was taken in closed session.

## **6. RETURN TO OPEN SESSION**

## **7. CALL TO ORDER**

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

## **8. PLEDGE OF ALLEGIANCE**

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

## **9. OPEN SESSION ROLL CALL**

### **Attendance taken at 6:07 p.m.:**

#### Present:

Ms. Maria Betancourt-Castañeda  
Ms. Michelle Gates  
Ms. Rocina Lizarraga  
Ms. Alma Sarmiento

#### Absent:

Ms. Maria Dalla

Ms. Vanessa Ceseña took roll call.

## **10. PRESENTATIONS**

### **10.A. Introduce and welcome the new employees.**

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

## **11. PUBLIC COMMUNICATIONS**

None.

## **12. AGENDA**

### **12.A. Accept Agenda.**

**Motion Passed:** Acceptance of the Agenda passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

**Yes** Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

**Yes** Ms. Michelle Gates

**Yes** Ms. Rocina Lizarraga

**Yes** Ms. Alma Sarmiento

### **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** Approval of the Consent Agenda passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

#### **13.A. Administration**

#### **13.B. Human Resources**

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

**13.B.II. Accept the employee resignations/retirements.**

#### **13.C. Educational Services**

#### **13.D. Business Services**

**13.D.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

### **14. GENERAL FUNCTIONS**

**14.A. Approve the minutes of the Regular Board Meeting held on September 8, 2021.**

**Motion Passed:** Approval of minutes passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Abstain Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**14.B. Adopt Resolution #21-22.10 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to bereavement.**

**Motion Passed:** Adoption of Resolution #21-22.10 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Recuse Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## 15. EDUCATIONAL SERVICES

### 15.A. Adopt Resolution #21-22.11 proclaiming October 23-31, 2021, as Drug Awareness Week (National Red Ribbon Week) in National School District.

**Motion Passed:** Following discussion, adoption of Resolution #21-22.11 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### 15.B. Amend contract #CT3823 with San Diego County Superintendent of Schools to extend Multilingual California Project grant funds from the 2020-2021 school year through June 30, 2022.

**Motion Passed:** Amendment of contract #CT3823 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### 15.C. Discussion regarding sixth grade camp with the YMCA of San Diego County.

Dr. Kraft facilitated a discussion regarding sixth grade camp for the 2021-2022 school year. Mr. Rich Krudner, representative from Camp Marston, attended the Board meeting and answered questions from Trustees.

### 15.D. Approve contract #CT3895 with Building Block Entertainment, Inc. to provide services for Lincoln Acres School students.

**Motion Passed:** Approval of contract #CT3895 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**15.E. Approve agreement #CT3896 with Assistance League of Greater San Diego to provide services for National School District.**

**Motion Passed:** Following discussion, approval of agreement #CT3896 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

At 6:41 p.m., Board Clerk, Ms. Maria Betancourt-Castañeda, called a recess.

At 7:00 p.m., Board Clerk, Ms. Maria Betancourt-Castañeda, reconvened the meeting.

**15.F. Approve Memorandum of Understanding #CT3900 with BCK, LLC to promote environmental education, literacy, and awareness.**

**Motion Passed:** Following discussion, approval of Memorandum of Understanding #CT3900 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**15.G. Approve Memorandum of Understanding #CT3901 with Olivewood Gardens and Learning Center to promote environmental education, literacy, and awareness.**

**Motion Passed:** Approval of Memorandum of Understanding #CT3901 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Recuse Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**15.H. Approve contract #CT3894 with Olivewood Gardens & Learning Center to provide garden support to National School District for the 2021-2022 school year.**

**Motion Passed:** Approval of contract #CT3894 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Recuse Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

At 7:02 p.m., Ms. Alma Sarmiento was marked absent from the meeting.

October 27, 2021

## 16. HUMAN RESOURCES

### **16.A. Conduct a public hearing for the Collective Bargaining Agreements with the National City Elementary Teachers Association (NCETA), in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.**

Board Clerk, Ms. Maria Betancourt-Castañeda, opened the public hearing at 7:02 p.m.

Mr. Avanesyans provided background on the item. There were no public speakers.

Board Clerk, Ms. Maria Betancourt-Castañeda, closed the public hearing at 7:04 p.m.

### **16.B. Approve the Tentative Agreement between the National City Elementary Teachers Association and the Governing Board of National School District for the 2021-2022 school year.**

**Motion Passed:** Following discussion, approval of the Tentative Agreement passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

### **16.C. Approve Teacher of the Year qualifications and nomination criteria for the 2021-2022 school year.**

**Motion Passed:** Following discussion, approval of qualifications and nomination criteria passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

### **16.D. Approve Classified Employee of the Year qualifications and nomination criteria for the 2021-2022 school year.**

**Motion Passed:** Following discussion, approval of qualifications and nomination criteria passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

## 17. BUSINESS SERVICES

### 17.A. Authorize the Assistant Superintendent of Business Services to advertise for E-Rate equipment and services.

**Motion Passed:** Following discussion, authorization for advertisement passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

### 17.B. Approve the transfer of wireless services from Verizon Wireless to T-Mobile.

**Motion Passed:** Following discussion, approval of the transfer passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

### 17.C. Approve renewal of contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2021-2022 school year.

**Motion Passed:** Following discussion, approval of contract #CT3510 renewal passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

### 17.D. Approve addendum for contract #CT3881 with MAXIM Healthcare Staffing to provide healthcare services for the 2021-2022 school year.

**Motion Passed:** Approval of addendum for contract #CT3881 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

## **18. BOARD/CABINET COMMUNICATIONS**

Ms. Lizarraga welcomed the new employees, Ms. Carolina Chavez and Ms. Cynthia Zavala. She expressed she is happy that National School District supports local businesses, and she shared her experience visiting a self-contained special education class at Central School. She wished everyone a good night.

Ms. Gates welcomed the new employees and shared she had the opportunity to celebrate last year's Teacher of the Year, Ms. Amy Wert, who was also recognized by San Diego County. She expressed she is thankful for the opportunity to recognize staff every year. She thanked Mr. Krudner from Camp Marston, for answering questions, and she thanked Little Caesars Pizza for their partnership. She welcomed everyone back from fall break.

Mr. Avanesyans thanked all Business Department Directors, Ms. Erina Cowart, Mr. Jon Hansen, Mr. David Castillo, and Ms. Candy Byerly, for working tirelessly and recognized the work that they do.

Dr. Hernandez welcomed the new employees and welcomed staff back from fall break.

Dr. Kraft welcomed the new employees and thanked Mr. Krudner from Camp Marston for attending the meeting. She wished everyone a good night.

Dr. Brady sent a condolence message to the Dalla family for the loss of Ms. Nancy Dalla. She thanked Ms. Betancourt-Castañeda for running tonight's Board meeting. She gave a shout out to the M&O Department for the deep cleaning and necessary projects finalized throughout the District during fall break. She thanked them for the hard work happening behind the scenes.

Ms. Betancourt-Castañeda sent a condolence message to the Dalla family for the loss of Ms. Nancy Angela Dalla. She welcomed the new employees and thanked all staff for their hard work. She also thanked Mr. Krudner from Camp Marston for attending the meeting. She shared her experience during her visit at Ira Harbison School and thanked Ms. Young. She wished happy belated birthdays to Ms. Gates and Ms. Lizarraga and thanked all meeting attendees.

## **19. ADJOURNMENT**

Board Clerk, Ms. Maria Betancourt-Castañeda adjourned the meeting at 7:28 p.m.

Closed session was held from 4:01 p.m. to 5:44 p.m.

No action was taken in closed session.

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Clerk of the Governing Board

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Secretary to the Governing Board

October 27, 2021



Agenda Item: **14.B. Adopt Resolution #21-22.13 regarding absence of Board Member Ms. Maria Dalla due to bereavement.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Dalla was absent from the Regular Board meeting held on October 13, 2021, due to bereavement.

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

Recommended Motion: Adopt Resolution #21-22.13 regarding absence of Board Member Ms. Maria Dalla due to bereavement.

Attachments:  
Resolution #21-22.13

# National School District Resolution

#21-22.13

## Absence of Board Member Ms. Maria Dalla due to bereavement

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the National School District Governing Board hereby recognizes that Board Member Ms. Maria Dalla was absent from the Regular Board meeting held on October 13, 2021 due to bereavement and shall receive the maximum monthly compensation for October 2021.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 27th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

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

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Secretary to the Governing Board

October 27, 2021

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Approve application for National School District to apply for the California Department of Education, California Code of Regulations Title 5, Section 3043(d) waiver.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this item will allow National School District to apply for the California Code of Regulations Title 5, Section 3043(d) waiver.

Due to a short summer, National School District would like the ability to adjust the typical extended school year (ESY)/summer school session from 20 instructional days, four hours each day, for a total of 80 hours of instruction to 15 instructional days, 5.35 hours each day, for a total of 80 hours of instruction.

Only students with Individualized Education Programs (IEP) qualify to participate in ESY. The purpose of the ESY waiver is to support students by maintaining a consistent length of the instructional day and continuity of the student's program.

Comments: California Code of Regulations (CCR), Title 5, Section 3043(d) requires that a District provide extended school year services to a student who has unique needs and requires special education and related services in excess of the regular academic year. CCR, Title 5 Section 3043(d) requires that the program be provided for a minimum of 20 instructional days, typically for four hours each day for a total of 80 hours of instruction.

During the past six years ESY in National School District has been structured at 15 instructional days, 5.35 hours each day, for a total of 80 hours of instruction.

Recommended Motion: Approve application for National School District to apply for the California Department of Education, California Code of Regulations Title 5, Section 3043(d) waiver.

Agenda Item: **15.B. Approve contracts #CT3884 through #CT3893 with the YMCA of San Diego County for sixth grade camp.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Each year, the National School District offers sixth grade students the opportunity to attend camp for outdoor learning opportunities. These contracts are with the YMCA of San Diego County and allow sixth grade students to attend Camp Marston.

Comments: By approving these contracts, the National School District Governing Board is authorizing the National School District to sign contracts for each school at a cost of \$265 per child. This is an increase from the previous amount, which was \$245 per child. The actual cost of each school site varies based upon enrollment and is to be paid out of Student Activity Funds.

Recommended Motion: Approve contracts #CT3884 through #CT3893 with the YMCA of San Diego County for sixth grade camp.

Financial Impact: Contract cost: Based upon enrollment (\$265 per child)  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund-Site Student Activity Fund

Attachments:  
YMCA Camp- Facility Agreement



# YMCA CAMP FACILITY USE AGREEMENT

This Facilities Use Agreement (FUA) is entered into by and between \_\_\_\_\_ (User) and YMCA of San Diego County (YMCA), a California non-profit public benefit corporation, for its Camp Marston (Camp). The User desires to use a portion of the Camp from YMCA, subject to the following terms and conditions.

1. **TERM.**

The User desires to use Camp on the date or dates specified on the attached Reservation Form.

2. **PAYMENT.**

The User shall pay YMCA the fee specified on the Reservation Form. The User shall pay YMCA a deposit of fifty (50) percent of the expected number on the Reservation Form. Reservations will automatically be canceled if the deposit and signed FUA are not returned to the YMCA on the projected date or dates as specified on the Reservation Form. All deposits are non-refundable. The User shall pay the final balance upon arrival.

3. **USE OF CAMP.**

User shall use Camp solely for recreational, educational and camping purposes. User agrees not to use Camp or any portion of Camp in any manner or for any purpose that is in any way in violation of any valid law, ordinance, and regulation of any federal, state, county or local governmental agency, body or entity.

4. **CODE OF CONDUCT.**

User shall follow all Camp rules and regulations, including but not limited to, those listed below. User understands that a violation of such rules is grounds for immediate dismissal for the group as a whole.

- (a) The User shall obey all applicable Camp rules and the directions of any YMCA employee in connection with the use of the Camp.
- (b) The User understands that Camp is a shared facility and there may be other groups on site. The User is aware that quiet hours on the Camp occur during the hours of 9pm to 8am and the User agrees to abide by these hours.
- (c) The User shall not bring or allow to be brought any materials or substances onto the Camp that are considered hazardous under any governmental rule or guideline. There will be no firearms, ammunition, flammable liquids, explosives, poisonous substances, or hand and power tools allowed at Camp.
- (d) Consumption of alcohol or illegal drugs is strictly prohibited. The following are also strictly prohibited: weapons, pets, open flames inside cabins, and smoking on the premises. Outdoor campfires/smoking are only permitted in approved areas.
- (e) The Camp reserves the right to change cabin assignments and activities, even if prearranged, due to scheduling, maintenance, or weather conditions.
- (f) The User shall leave the Camp in a clean and orderly condition. The User is responsible for cleaning the campsite, cabins, and adjacent ground prior to leaving. Camp shall be restored by the User to the original condition should the User cause any alterations or changes to occur during the time of use.
- (g) Unless otherwise written in this FUA, group leaders, members and participants must adhere to check in and check out times. Buildings and cabins must be vacated at least 1 hour after the last meal to allow for cleaning of the facilities. Additional charges may be incurred if group members arrive early and/or depart late.
- (h) YMCA is not responsible for any lost and/or stolen items.

5. **GROUP LEADERS.**

The User is required to designate at least one adult as the Group Leader. The Group Leader(s) must be certified in basic First Aid and CPR and is responsible for providing all first aid, emergency care and emergency transportation, if necessary, for group members. The Group Leader will also be responsible for possessing and storing all first aid supplies and basic over the counter medications. The Group Leader shall pre-screen all participants for potential health issues and shall take additional precautions in the event that the participants have serious health issues.

The Group Leader shall be responsible for pre-screening and completing background checks on all adult volunteers for their group. Prior to beginning the program, the Group Leader will ensure that each adult has received a copy of the Camp rules and safety information as provided in the Planning Guide. The Planning Guide provides information about the rules and requirements of the programs provided by Camp. The Group Leader shall be responsible for ensuring all group members are in compliance with the Planning Guide. All group leaders, teachers and volunteers are responsible for the supervision and behavior of all group members, at all times.

The Group Leader must ensure all group members, children and adults, attend orientation at the beginning of the camp program. An overall supervision ratio of 1 adult to 8 children is required with a minimum of one adult staying overnight in each cabin. For each camper and staff member under the age of eighteen (18) and not accompanied by a parent or guardian, User shall have a signed consent form authorizing emergency medical treatment.

6. **DAMAGE LIABILITY.**

YMCA desires to be protected against loss by reason of the use and occupancy of its camp, beyond wear and tear, by the User or any person who was on or using Camp at the invitation of the User or under the User's direction.

YMCA will invoice the User for any damage caused by the User, its employees, participants or representatives during the term of this FUA.

7. **INDEMNIFICATION.**

To the fullest extent permitted by law, User shall indemnify, defend, and hold YMCA, its officers, directors and employees harmless from any and all claims, losses, damages, liabilities, and expenses (including the costs of investigation and attorney's fees) in connection with any claim or cause of action arising from any act or omission of User or User's employees, agents, and/or representatives, in the performance of User's obligations under this agreement, except where the claim, loss or damage is caused by the sole negligence, gross negligence, or willful misconduct of the YMCA.

8. **RELEASE.**

Except for YMCA's gross negligence of willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.

9. **MISCELLANEOUS.**

This FUA is specific to the User and is not transferable or assignable, in whole or in part, to any other person or entity. This FUA together with the Reservation Form contains the entire agreement between the parties, superseding all prior and contemporaneous agreements, representations and promises, whether oral or in writing. The agreement is subject to the laws of the State of California. The parties agree not to modify or amend this agreement, unless in writing and signed by both of the Parties. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

**I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in this Facility Use Agreement. I will advise all group members of these terms and conditions. I am an authorized representative of the above organization and am making a commitment on their behalf to fulfill the terms and conditions of this agreement.**

Authorized Representative (Over 21 years of age):

Print Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Group Name: \_\_\_\_\_ School 2022

YMCA Contact: Rich Krudner Rkrudner@ymca.org

YMCA CAMP MARSTON /  
RAINTREE RANCH  
PO Box 2440  
Julian, CA 92036  
Phone: 760-765-0642  
Fax: 760-765-0183  
Web: ymcasd.org/camps

Booking ID:



**YMCA OVERNIGHT CAMPS - Reservation Form**  
**Camp Marston | Camp Surf | Raintree Ranch**

**Organization Info**

**Org Name:** National School District  
**Org Address:** 1500 N Ave., National City, CA 91950  
**Org Phone:** 619-336-7500 (Phone)  
619-336-7505 (Fax)

**Group Info**

**Booking Name:** \_\_\_\_\_ School 2022 **Site:** Marston  
**Booking Type:** Outdoor Education **Booking ID:**  
**Reg. Date:**  
**Primary Contact:**  
**Address:**  
**Email:**  
**Phone:**

**Dates / Times**

**Arrival Date:** **Arrival Time:**  
**Departure Date:** **Departure Time:**  
**First Meal:** Lunch **Last Meal:** Breakfast

**Financial Expectations**

**Rate Per Person:** \$265 **Title 1 Discount**  
**Expected number:** VARIES BY SITE **Percentage Title 1:**

<b>Estimated Total:</b>	<b>Deposit Amount:</b>	<b>Deposit Due:</b> November 15, 2021
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- Final balance is due upon arrival at camp.
- **All deposits are non-refundable; reservations will automatically be cancelled if deposit and signed agreement are not returned by the due date.**
- Minimum guarantee is based on 75% of expected attendance or 20 less, whichever is larger.  
**Your minimum number of guests (regardless of attendance) is:** 65  
**Your Minimum Financial Commitment is:**

**Notes**

**User Agreement Notes:**

**YMCA Contact:** Rich Krudner Rkrudner@ymca.org

**Initial Here:**

Agenda Item: **15.C. Approve contract #CT3898 a San Diego County Interagency Agreement to provide educational support to students in Foster Care for National School District from August 2021 to July 2026. (Exhibit A)**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The purpose of the Interagency Agreement is to specify the roles and responsibilities between San Diego County Office of Education, Foster Youth Coordinating Program, Superior Court of California, San Diego County, Department of Health and Human Services, San Diego Probation Department, and all San Diego County Local Educational Agencies (LEAs), including National School District.

The interagency agreement was approved by the San Diego County Superintendent of Schools.

Comments: This agreement will be effective from August 2021 to July 2026. All of the parties may elect to extend this agreement for any period beyond five years, pursuant to the amendment requirements described under the “Amendments to this Agreement” section within the agreement.

Recommended Motion: Approve contract #CT3898 a San Diego County Interagency Agreement to provide educational support to students in Foster Care for National School District from August 2021 to July 2026. (Exhibit A)

Financial Impact: Contract cost: Not to exceed \$500  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
Exhibit A



Agenda Item: **15.D. Approve contract #CT3899 with 360 Degree Customer Inc. to provide Special Education Services for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: National School District (NSD) is required to implement the Learning Recovery Plan (LRP) for the 2021-2022 school year that has been submitted to the State through our Special Education Local Plan Area (SELPA).

This recovery plan aims to mitigate learning loss and behavioral impacts resulting from school closures.

Approval of this item will provide NSD access to per diem staffing consultant services including Registered Behavioral Technicians (RBT), Behavior Technicians (BT). This is a temporary need, and NSD does not currently have these positions.

The inclusive (all services and supports) per diem rate for these services is \$65 per hour.

No services will be rendered until approved by the Governing Board.

The services will be provided on-site.

Comments: The terms of this contract are from October 28, 2021, to June 30, 2022.

Recommended Motion: Approve contract #CT3899 with 360 Degree Customer Inc. to provide Special Education Services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$200,000  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3899

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
Fund Res Goal Function Object Site

Contract No. \_\_\_\_\_

## 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

\_\_\_\_\_  
Contractor Taxpayer ID Number Mailing Address  
\_\_\_\_\_, 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Term. Contractor shall commence providing services under this Agreement on \_\_\_\_\_, \_\_\_\_\_, and will diligently perform as required and complete performance by \_\_\_\_\_, \_\_\_\_\_.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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:

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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:

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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 contact, 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

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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 the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:                   1500 N Avenue  
   National City, CA 91950

For Contractor:               \_\_\_\_\_

  \_\_\_\_\_

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**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: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Approve agreement #CT3902 with National University and National School District for an unpaid Student Teaching, Field Experience and Practicum Agreement.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: National School District (NSD) has had an agreement with National University for an unpaid Student Teaching, Field Experience and Practicum agreements. This is a renewal with National University. The District shall provide University students practice teaching experience in schools/classes of the District.

Comments: The agreement will renew the continued partnership with National University and National School District to offer practice Student Teaching, Practicum and Field Experience at National School District schools.

Recommended Motion: Approve agreement #CT3902 with National University and National School District for an unpaid Student Teaching, Field Experience and Practicum Agreement.

Financial Impact: None

Attachments:  
CT3902





## **UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT**

This agreement, effective on [Enter Date], made by and between National University, a California non-profit public benefit corporation (the "University") and National Elementary School District, who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located at 1500 N. Ave, National City, CA 91950-4827, USA (individually or collectively, "Institution"), with reference to the following facts:

### **ARTICLE 1** **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum field experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which the Institution is established.

1.3 The University is accredited by the WASC Senior College and University Commission ("WSCUC"), and its education credential programs have been approved by the Commission.

1.4 The University desires that the Institution provide student teaching to students enrolled in the University's teacher training curricula and/or practicum field experience to students enrolled in the University's student counseling and other credential curricula. The Institution agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

### **ARTICLE 2** **DEFINITIONS**

2.1 "Institution" shall be inclusive of any District, Charter or School.

2.2 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential.

2.3 "Candidate" shall refer to the active participation by a Student in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of one or more School/Practicum Supervisors.

2.4 "Master Teacher" shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.5 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

- 2.6 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.
- 2.7 "School or Practicum Supervisor" shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the Institution typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
- 2.8 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more School/Practicum Supervisors in order to develop the Candidates abilities in various aspects of their respective program.
- 2.9 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.
- 2.10 "Field Experience" shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed school counselor or psychologist. Under the supervision of one or more Practicum Supervisors shall provide candidates with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.
- 2.11 "Clinical Practice" are the hours of Practice Field Experience that vary depending upon the specific program requirements.
- 2.11 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

### **ARTICLE 3**

#### **TERMS AND CONDITIONS**

- 3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University Students with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a Master Teacher or Practicum Supervisor as defined in Sections 2.4 and 2.7. The University and the Institution from time to time shall agree as to the number of Students assigned to the Institution for Student Teaching, Field Experience and/or Practicum.
- 3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Student assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Student is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Student's assignment to the Institution.
- 3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.
- 3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units

earned by the student teacher or by a predetermined amount. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total honorarium amount for supervision per Student shall not exceed six hundred (\$600). Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A." Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Students are not employees of the Institution.

The Parties acknowledge that all Students are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Students receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction

of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

- a. The University and Institution agree no video recording of any Institution Student shall be permitted to occur without the express written approval and authorization from the Students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any Student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the Student is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Student will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Students/Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance. Institution further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- (a) Student and Institution understand that there is no expectation of compensation;
- (b) The Field Experience is similar to that which would be given in an educational environment;
- (c) The Field Experience is tied to the Student's formal education program by integrated coursework or the receipt of academic credit;
- (d) The Field Experience timeframe with the Student and Institution corresponds to program in which the Student is enrolled;
- (e) The duration of the Field Experience for each Student is limited to the duration of time either to complete the practicum hours or the end of the course;
- (f) The Student's Field Experience compliments, rather than displaces, the work of paid employees while providing significant educational benefits to the Student; and
- (g) Institution understands that Student is participating in the Field Experience for experience and is not entitled to a job at the conclusion of the Field Experience.

3.16 Institution-employed supervisors must complete an orientation to the program's expectations to be

knowledgeable regarding program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (CAL TPA). Institution employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

3.17 Institution with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 Students while meeting state-adopted academic standards for their program. Institution shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

#### **ARTICLE 4**

#### **GENERAL PROVISIONS**

4.1 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Students receiving Student Teaching or Practicum from the Institution as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said Student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

are caused by or resulting from the negligent or intentional acts or omissions of University its Board, officers, agents, or students.

Institution shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

4.7 Dispute Resolution. 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 such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

4.9 Non-Discrimination. The Parties agree not to discriminate against any pupil, employee or applicant for employment to be used in the performance of work under this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

**NATIONAL UNIVERSITY**

**National Elementary School District**

By: \_\_\_\_\_  
Dave C. Lawrence, MBA, Ed.D.  
Vice Chancellor, Finance

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

University Contact Information  
Contract Coordinator  
National University  
9980 Carroll Canyon Road  
San Diego, CA 92131  
(858) 642-8310  
credcontracts@nu.edu

Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**Student Teaching, Field Experience & Practicum Programs**

**Institution** and **University** wish to partner to support the following Student Teaching & Practicum Programs:

- Inspired Teaching and Learning
- Teacher Education Credential
- Special Education Credential
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential – School of Counseling
- Pupil Personnel Services Credential – School of Psychology

**Honorariums:**

University shall reimburse Institution a predetermined amount for supervision of each student teaching or practicum course. Total honorarium amount per Student shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist.

1. Honorariums are based on amount of supervision to include the following programs: **Inspired Teaching and Learning; Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential.** Student Teaching and Practicum courses each carry a honorarium amount of \$300 per course. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

2. Honorariums for Practicum courses for the following programs: **PPS Educational Counseling and PPS School Psychology.** Programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

Agenda Item: **16.B. Approve agreement #CT3903 with the Azusa Pacific University and National School District from July 1, 2021 to June 30, 2025 for educational field experiences. (Exhibit B)**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The agreement from Azusa Pacific University and National School District (NSD) will be from July 1, 2021 until June 30, 2025, and would allow the District to provide educational field experiences.

Comments: The agreement will join Azusa Pacific University and National School District to offer educational field experiences at National School District schools.

Recommended Motion: Approve agreement #CT3903 with the Azusa Pacific University and National School District from July 1, 2021 to June 30, 2025 for educational field experiences. (Exhibit B)

Financial Impact: None

Attachments:  
Exhibit B



Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: The District periodically has inventory items that become obsolete and are recommended for disposal, donation, or sale per Education Code 17545-17555 There are two lists that contain surplus.

List 1:

Electronic waste (E-waste): These are items that are no longer used at the District which, includes electronic items and equipment that are obsolete and/or in disrepair. These need to be removed from the school sites and recycled as E-waste in a timely manner due to storage issues and student safety concerns.

List 2:

Surplus Equipment: various school sites and departments submitted items on the attached list for disposal, which include furniture and equipment.

Comments: At this time, the items on the provided lists are no longer needed by the District or are no longer useable due to age and/or disrepair.

These items will be disposed of in accordance with current rules and regulations which include auctioning and/or recycling, with proper E-waste disposal methods, whenever possible.

Recommended Motion: Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.

Financial Impact: Undetermined Revenue to the General Fund and the Cafeteria Fund

Attachments:  
Surplus List 1  
Surplus List 2

# National School District

## Surplus List #1 E-Waste

Item	Quantity
Acive Votes Sets, Promethean	10
Activeview, Promethean	1
Cables, Full Box	8
Cassette Player	1
Chromebooks	88
Desk Top CPU's, Windows	17
Monitor, Desktop, Flat Screen	14
Desktop, Apple, All in one	2
iPad, Apple	10
Laptops Apple	3
Laptops Windows	17
Monitor, Promethean	1
Overhead Projectors	5
Peripheal Devices, Full Box (Mice, Keyboards, Speakers, etc)	6
Power Injector, Xirrus	2
Printers, Desktop	6
Printers, High Volume	0
Projectors	2
Thinkpad, Lenovo	53
Toner Cartridges	2

# National School District

## Surplus List #2

Item	Quantity
A/C Units, wall mount	2
AV cart	1
Filing Cabinets	2
Milk Coolers	6
Piano, upright, wood	1

Agenda Item: **17.B. Approve the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan. (Exhibit C)**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: School districts that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic.

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

Recommended Motion: Approve the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan. (Exhibit C)

Attachments:  
Exhibit C

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

Agenda Item: **19. ADJOURNMENT**