



Governing Board Agenda

November 14, 2018

Welcome

Welcome to the meeting of the National School District Governing Board. Your interest in our school district proceedings is appreciated.

Our Governance Team

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation of the school district. Among its duties, the Board adopts an annual budget, approves all expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent. The Superintendent serves as the secretary to the Governing Board.

Barbara Avalos, Member

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2020.

Maria Betancourt-Castañeda, President

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Leighangela Brady, Secretary

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

Brian Clapper, Member

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2020.

Maria Dalla, Member

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Alma Sarmiento, Clerk

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2018.

This meeting may be recorded

In accordance with Board Policy, audiotapes of Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to schedule an appointment to listen to the audiotape.

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the office of the Superintendent located at 1500 N Avenue, National City, California, 91950.

Speaking to the Board

If you wish to speak to the Board, please fill out a “Request 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 in order to participate in the meeting should contact the Superintendent’s Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

Equal Opportunity Employer

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Assistant Superintendent--Human Resources, 1500 N Avenue, National City, California, 91950, phone 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District’s Human Resources Office.





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, November 14, 2018

Closed Session – 4:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

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

Maria Betancourt-
Castañeda, Board
President

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION – 4:00 PM

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH Case No. 2018050565

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Coordinator of Student Support Services
Title: Administrative Assistant-Office of the Superintendent

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Las Palmas School students.

Sonia Ruan, Principal,
Las Palmas School

9.B. Recognize Judith Aijara, Las Palmas School, as the National School District Volunteer for the Month of November 2018.

Sonia Ruan, Principal,
Las Palmas School

9.C. Recognize Norma Victorio, Teacher, Rancho de la Nación School, as National School District Employee of the Month for November 2018.

Kathy Melanese,
Principal, Rancho de la
Nación School

9.D. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

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

Maria Betancourt-
Castañeda, Board
President

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 24, 2018.

Leighangela Brady,
Superintendent

12.B. Administration – None

Leighangela Brady,
Superintendent

12.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.C.II. Accept the employee resignations/retirements.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services - None

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.E. Business Services

- | | |
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| 12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A. | Christopher Carson,
Assistant
Superintendent,
Business Services |
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13. GENERAL FUNCTIONS

- | | |
|---|---|
| 13.A. Set date, time and place of the Governing Board annual organizational meeting as December 12, 2018, at 6:00 p.m. at the Administrative Center, 1500 N Avenue, National City. | Leighangela Brady,
Superintendent |
| 13.B. Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17. | Leighangela Brady,
Superintendent |
| 13.C. Presentation and update on the status of the fundraising committee. | Maria Betancourt
Castañeda, Board
President |
| 13.D. Discuss possible hosting of a Harvard strategic project residency. | Leighangela Brady,
Superintendent |

14. POLICIES, REGULATIONS, BYLAWS

- | | |
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| 14.A. First reading of Board Policies and Administrative Regulations suggested updates. | Leighangela Brady,
Superintendent |
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15. EDUCATIONAL SERVICES

- | | |
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| 15.A. Amend contract CSPP-8460 between the National School District Governing Board and the California State Department of Education for the reimbursement of early childhood education programs for children three and four years of age during the fiscal year 2018-2019. | Sharmila Kraft,
Assistant
Superintendent,
Educational Services |
| 15.B. Approve Memorandum of Understanding with Regents of the University of California - Expanded Food Nutrition Education Program for the 2018-2019 school year. | Sharmila Kraft,
Assistant
Superintendent,
Educational Services |
| 15.C. Approve Non-Public School Master Contract #CT3550 with San Diego Center for Children Academy to provide an educational program for special education students for the 2018-2019 school year. | Sharmila Kraft,
Assistant
Superintendent,
Educational Services |

16. HUMAN RESOURCES - None

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Approve Agreement #CT3307 among San Diego County School Districts and the National School District for shared student transportation services for the period of July 1, 2018 through June 30, 2020.

Christopher Carson,
Assistant
Superintendent,
Business Services

17.B. Approve Consultant Contracts #CT3547 and #CT3548 with Catholic Charities for participation in their Foster Grandparents Program.

Christopher Carson,
Assistant
Superintendent,
Business Services

17.C. Approve Consultant Contracts #CT3549 with Catholic Charities for participation in their Foster Grandparents Program.

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP - None

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

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

Agenda Item: **4. CLOSED SESSION – 4:00 PM**

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

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Coordinator of Student Support Services
Title: Administrative Assistant-Office of the Superintendent

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

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

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

Agenda Item: **8. ROLL CALL**

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

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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Las Palmas School students.**

Speaker: Sonia Ruan, Principal, Las Palmas School & Alma Sarmiento, Board Member

Quick Summary / Abstract: To spotlight our new UCI math units, Las Palmas kindergarten teacher, Ms. Campos, will share a video of her students using Rekenreks to "subitize" quantities. After the video, Ms. Campos, will lead Board members through a series of exercises with the Rekenreks used by her students. Kindergarten students will assist Board members in practicing the valuable skill of skip counting.

Agenda Item: **9.B. Recognize Judith Aijara, Las Palmas School, as the National School District Volunteer for the Month of November 2018.**

Speaker: Sonia Ruan, Principal, Las Palmas School & Maria Dalla, Board Member

Quick Summary / Abstract: Mrs. Judith Aijara has volunteered at Las Palmas School since 2008. She currently has a fourth and sixth graders at Las Palmas, and her oldest daughter is an alumni. Mrs. Aijara served on the PTO Board and is a volunteer with the PTA. Mrs. Aijara gives her time by assisting with classroom projects and working in the primary classrooms with literacy skills. Mrs. Aijara's dedication to our school is greatly appreciated and worthy of this acknowledgment.

Agenda Item:	9.C. Recognize Norma Victorio, Teacher, Rancho de la Nación School, as National School District Employee of the Month for November 2018.
Speaker:	Kathy Melanese, Principal, Rancho de la Nación School & Brian Clapper, Board Member
Quick Summary / Abstract:	Rancho de la Nación School would like to recognize Norma Victorio, Teacher, as Employee of the Month for November 2018.
Comments:	It is an honor to present Ms. Norma Victorio as Employee of the Month for November 2018.

Children First

Every act and decision that Ms. Victorio makes is based on what is best for children. She is always thinking about how she can improve her learning environment, her instruction, or her classroom systems to make things better for students - academically, emotionally and socially.

Relationships Matter

She is connected to her families and has ongoing, open communication that builds mutual trust and respect. Moreover, she supports the school through a variety of activities that create a supportive and welcoming environment for all students and families. Ms. Victorio creates a caring community in her classroom. It is a warm, welcoming place. Ms. Victorio's students know they can go to her whenever they need anything. They are kind to each other and truly take care of each other as a family. That is due to the honest and true affection that Ms. Victorio shows to her students every day.

Whatever it Takes

Ms. Victorio is a lifelong learner having participated in numerous trainings both inside and outside of school. She has taken the lead in Science in her grade level after participating in the Science grant a few years ago. Ms. Victorio also takes advantage of any optional professional development opportunities we offer and implements those ideas immediately. She reflects on and refines those practices, all in the name of increasing student achievement. Ms. Victorio is involved with all school and parent activities. Each year she designs, purchases and puts together the baskets for our raffle at the Fall Festival. In addition to these activities, Ms. Victorio has sponsored the Coding Club, volunteered at our Science Night, and is an active participant in all school-family events.

Her idea for a book fair is an example of how she puts all three of our core values into action. This year, she presented me with an idea to get more books in students' hands. Ms. Victorio suggested we have our own book fair where all students will be able to purchase books. We are also going to use the "book fair" as an attendance incentive where students will be able to choose school items or books if they have good or improved attendance. Ms. Victorio is purchasing and ordering all the materials needed, organizing the event with staff, and communicating with all school members.

Ms. Victorio is deserving of this recognition and I am honored to work with such a dedicated and caring colleague.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: The employees on the attached list were approved at the October 24, 2018 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 11/14/18		
Name	Position	Location
1. Sandra Corona	Instructional Assistant-Preschool	Preschool Center
2. Jessie Yim	Teacher of Special Day Class- Moderate/Severe	Rancho de la Nación School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

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

Speaker: Maria Betancourt-Castañeda, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on October 24, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:
10/24/2018-Regular Minutes

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

October 24, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:03 PM:

Present:

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

1. CALL TO ORDER

President Betancourt-Castañeda called the meeting to order at 5:31 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed Session was held from 5:32 p.m. to 6:00 p.m.

No action was taken in Closed Session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Betancourt-Castañeda called the public meeting to order at 6:03 p.m.

7. PLEDGE OF ALLEGIANCE

Palmer Way student, Sarina Thompson, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Jocelyn Gomez took roll call.

9. PRESENTATIONS

9.A. Presentation by Palmer Way School students.

Palmer Way students gave a presentation on Third Grade Family Literacy Nights.

Board member, Sarmiento presented each of the students with a certificate, pencil box and notebook.

9.B. Recognize Zayetsi Carillo, Cynthia Justo and Maria Lugo, Palmer Way School, as the National School District Volunteers for the Month of October 2018.

Recognized Zayetsi Carillo, Cynthia Justo and Maria Lugo, Palmer Way School, as the National School District Volunteers for the Month of October 2018.

On behalf of the Governing Board, Brian Clapper presented Zayetsi Carillo, Cynthia Justo and Maria Lugo, with a framed certificate and logo clock.

9.C. Recognize Eduardo Prieto, Instructional Materials Technician, as the National School District Employee of the Month for October 2018.

Recognized Eduardo Prieto, Instructional Materials Technician, as the National School District Employee of the Month for October 2018.

On behalf of the Governing Board, Maria Dalla presented Mr. Prieto with a framed certificate a District logo watch.

9.D. Introduce and welcome the new employees.

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

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

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Approve agenda.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 10, 2018.

12.B. Administration

12.C. Human Resources

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

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

12.D. Educational Services

12.D.I. Approve application for a State Waiver to decrease the number of days of instruction from 20 (4-hour days) to 15 (5.35-hour days) for the 2018-19 Extended School Year session.

12.D.II. Adopt Resolution #18-19.19 proclaiming the week of November 12-16, 2018 as School Psychologist Week in the National School District.

12.E. Business Services

12.E.I. Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2018-2019 school year.

12.E.II. Authorize the Assistant Superintendent of Business Services to advertise for Bid #18-19-182 Roof Replacement at El Toyon and John Otis Schools.

12.E.III. Authorize the Assistant Superintendent of Business Services to advertise for Bid #18-19-183 Playground Equipment Replacement at John Otis and Kimball Schools.

13. GENERAL FUNCTIONS

14. POLICIES, REGULATIONS, BYLAWS

14.A. Adopt Board Policies and Administrative Regulations from California School Boards Association updates.

Motion Passed: Adopt Board Policies and Administrative Regulations updates as included in Exhibit A passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

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

15. EDUCATIONAL SERVICES

15.A. Report by Integrity Charter School on 2017-2018 academic achievement and goals for 2018-2019.

Integrity Director, Dr. Susan Fahey, and Instructional Lead Teacher, Ms. Kathryn Culbertson, gave a report on the 2017-2018 academic achievement and goals for 2018-2019.

15.B. Presentation of curriculum and instruction key initiatives for the 2018-2019 school year.

Meghann O'Connor, Director of Student Support Services, Beverly Hayes, Director of Educational Services, and Dr. Wendy O'Connor, Director of Literacies, Educational Technology gave a presentation on curriculum and instruction key initiatives for the 2018-2019 school year.

15.C. Approve Consultant Contract #CT3528 with Wheels of Freestyle, Inc. to provide an Anti-Bullying Assembly for Ira Harbison School.

Motion Passed: Approve Consultant Contract #CT3528 with Wheels of Freestyle, Inc. to provide an Anti-Bullying Assembly for Ira Harbison School passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

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

16. HUMAN RESOURCES

16.A. Approve the negotiated agreement for the 2018-2021 school years, between the California School Employees Association (CSEA) and its National Chapter 206 and the National School District.

Motion Passed: Approve the negotiated agreement for the 2018-2021 school years, between

the California School Employees Association (CSEA) and its National Chapter 206 and the National School District passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. BUSINESS SERVICES

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Maria Dalla thanked the students for their presentation. She congratulated the Volunteers of the Month and the Employee of the Month. She wished the district's psychologists a Happy Psychologist Week. She wished Board President, Ms. Maria Betancourt-Castañeda a Happy Birthday.

Mr. Brian Clapper thanked everyone for their presentations. He shared information regarding the OneSight Program, which will be held next week at Camacho Gym.

Ms. Barbara Avalos thanked everyone for their presentations. She wished everyone a Happy Halloween and Board President, Ms. Maria Betancourt-Castañeda a Happy Birthday.

Ms. Alma Sarmiento thanked everyone for their presentations. She wished Board President, Ms. Maria Betancourt-Castañeda a Happy Birthday. She gave kudos to the Palmer Way PTA for the number of members they have recruited.

Dr. Leticia Hernandez thanked the Educational Services Department for their hard work. She wished Board President, Ms. Maria Betancourt-Castañeda a Happy Birthday.

Mr. Chris Carson gave an update on the accident at Central School.

Dr. Sharmila Kraft wished Board President, Ms. Maria Betancourt-Castañeda a Happy Birthday. She thanked the students and Integrity Charter for their presentations. She thanked the Educational Services Department for their hard work.

Dr. Leighangela Brady thanked the Board for their partnership. She thanked Educational Services department for their presentation and shared that the next step will be to bring this to parents. She shared her and Mr. Clapper had a great visit to El Toyon School. She wished Board President, Ms. Maria Betancourt-Castañeda a Happy Birthday.

President, Maria Betancourt-Castañeda thanked everyone for their birthday wishes. She congratulated the Volunteers of the Month and the Employee of the Month. She thanked the students and Integrity Charter for their presentations.

20. ADJOURNMENT

The meeting was adjourned at 8:37 p.m.

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

Speaker: Leighangela Brady, Superintendent

Quick Summary / None
Abstract:

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

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS

November 14, 2018

Name**Position****Effective Date****Placement****Funding
Source****Employment**

1. Alyssa De Anda	Classroom Teacher 6.58 hours per day 185 days per year El Toyon School	November 26, 2018	Class 1, Step 1	General Fund
2. Andrea De Anda	School Counselor 6.58 hours per day 185 days per year Olivewood School	November 26, 2018	Class 1, Step 1	LCAP Fund
3. Juan Flores	School Counselor 6.58 hours per day 185 days per year Rancho de la Nación School	November 26, 2018	Class 1, Step 1	LCAP Fund

Temporary Employment

4. Marlon Timog	Impact Teacher 4 hours per day Not to exceed 134 days per year Kimball School	November 15, 2018 To June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Funds
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Additional Duties

5. Maria Duarte	English Learner Site Liaison Central School	2018 – 2019 school year	\$1000 per year	Site Funds
6. Lynn Guzman	Technology Site Liaison Olivewood School	2018 – 2019 school year	\$1000 per year	Site Funds
7. Michelle Manchester	Technology Site Liaison Central School	2018 – 2019 school year	\$1000 per year	Site Funds
8. Antonio Rosas	English Learner Site Liaison Olivewood School	2018 – 2019 school year	\$1000 per year	Site Funds

Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
November 14, 2018

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

9. Lorena Cardenas	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Palmer Way School	November 16, 2018	Range 18, Step 1	General Fund
10. Alfonso Gallegos	Custodian-Night 8 hours per day 12 months per year Kimball School	November 16, 2018	Range 17, Step 1	General Fund

Contract Extension/Change

11. Vanessa Cesena	From Office Technician-District Child Nutrition Services Department to Administrative Assistant-Office of the Superintendent Administration District Office 8 hours per day 12 months per year	November 26, 2018	Range 34C, Step 1	General Fund
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Leave of Absence

None				
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Temporary Employment

None				
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 11/14/18			
Name	Position	Location	Effective Date
Julie Arias	Classroom Teacher	Olivewood School	October 19, 2018
Maria Imelda Tan	Child Nutrition Services Assistant	Ira Harbison School	November 6, 2018

Retirements 11/14/18			
Name	Position	Location	Effective Date
None			

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: None

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item:	13. GENERAL FUNCTIONS
Agenda Item:	13.A. Set date, time and place of the Governing Board annual organizational meeting as December 12, 2018, at 6:00 p.m. at the Administrative Center, 1500 N Avenue, National City.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>Education Code Sections 35143 and 72000 provide that:</p> <p>The annual organizational meeting for 2018 shall be held between December 7 and December 21, inclusive.</p> <p>The day and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to December 7, unless otherwise provided by rule of the Governing Board.</p>
Comments:	The Superintendent recommends that the annual organizational meeting be set for December 12, 2018, at 6:00 p.m. at the Administrative Center, 1500 N Avenue, National City.
Recommended Motion:	Set date, time and place of the Governing Board annual organizational meeting as December 12, 2018, at 6:00 p.m. at the Administrative Center, 1500 N Avenue, National City.

Agenda Item:	13.B. Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>Nominations for representatives to CSBA's Delegate Assembly are being accepted until January 7, 2019. Voting for nominees will occur in February 2019.</p> <p>Each year, Governing Boards may nominate their peers to serve as representatives to CSBA's Delegate Assembly. Elected CSBA Delegates serve two-year terms. These nominations are for the 2019-2021 term.</p>
Comments:	<p>Region 17, San Diego County, has 12 vacancies for delegates (with expiring terms) as shown on attached list.</p> <p>Before making a nomination, the nominating Board must contact the nominee for permission to place his or her name into nomination. Nominees must serve on a CSBA member board.</p> <p>Any CSBA member school district is eligible to nominate board members within their geographic region or sub region and each board may nominate as many individuals as it chooses.</p>
Recommended Motion:	Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.
Attachments:	CSBA Delegate Vacancies

Region 17, San Diego County, has 12 vacancies as follows:

- | | |
|-----------------------------|--------------------------|
| 1. Richard Barrera | (San Diego USD) |
| 2. Blanca Brown | (Lemon Grove SD) |
| 3. Leslie Ray Bunker | (Chula Vista ESD) |
| 4. Al Guerra | (Alpine Union SD) |
| 5. Beth Hergesheimer | (San Dieguito Union HSD) |
| 6. Tamara Otero | (Cajun Valley Union SD) |
| 7. Dawn Perfect | (Ramona USD) |
| 8. Barbara Ryan | (Santee SD) |
| 9. Charles Sellers* | (Poway USD) |
| 10. Arturo Solis | (Sweetwater Union HSD) |
| 11. Sharon Whitehurst-Payne | (San Diego USD) |
| 12. Guadalupe Gonzalez | (San Diego COE) |

Agenda Item:	13.C. Presentation and update on the status of the fundraising committee.
Speaker:	Maria Betancourt Castañeda, Board President
Quick Summary / Abstract:	The fundraising committee was established in February of 2017. Tonight's presentation will provide the Governing Board with progress made to date.
Comments:	The fundraising committee was tasked with exploring recommendations to Board policies around fundraising, creating a fundraising Frequently Asked Questions (FAQ), developing a fundraising form, and collaborating on a database of top fundraising ideas across the District.

Agenda Item:	13.D. Discuss possible hosting of a Harvard strategic project residency.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>This discussion is intended to explore a potential opportunity to host a Harvard residency for a doctoral student during the 2019-20 school year.</p> <p>We believe a partnership with Harvard would be advantageous in helping to conceptualize and launch a prenatal-to-3 early childhood program in National City.</p>
Comments:	<p>The Ed.L.D. residency is a ten-month, field-based leadership learning and development experience in which Ed.L.D. residents lead a strategic project within a partner organization. The residency is an occasion to practice and demonstrate the skills of system-level leadership in a setting where actions matter: to the education of a developing leader (self); to the current performance and future potential of a particular educational organization (site); and to the learning of the American education sector as a whole (sector).</p> <p>Supervisors are expected to accompany residents on one visit to Harvard Graduate School of Education before the residency (mid-May) and two visits during the residency (late September and mid-April), as well as engage in ongoing communication with Ed.L.D. faculty and staff regarding questions or concerns.</p> <p>Cost of the residency would require National School District to provide a stipend of \$70,000 for the 10-month period and to offer health coverage (if possible) through the organization's health insurance plan.</p>

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

Agenda Item: **14.A. First reading of Board Policies and Administrative Regulations suggested updates.**

Speaker: Leighangela Brady, Superintendent

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

Attachments:
Exhibit B

Agenda Item:	15. EDUCATIONAL SERVICES
Agenda Item:	15.A. Amend contract CSPP-8460 between the National School District Governing Board and the California State Department of Education for the reimbursement of early childhood education programs for children three and four years of age during the fiscal year 2018-2019.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	The contract has been amended to increase the Maximum Reimbursable Amount (MRA) for National School District from \$1,713,595 to \$1,799,514.
Comments:	<p>On June 27, 2018 the Governing Board approved the adoption Resolution #17-18.29, certifying the approval of the National School District Governing Board to enter into contract (CSPP-8460) with the California State Department of Education for the reimbursement of early childhood education programs for children three and four years of age during the fiscal year 2018-2019.</p> <p>The monies will be used in 2018-2019 to fund preschool classes at eight District sites.</p>
Recommended Motion:	Amend contract CSPP-8460 between the National School District Governing Board and the California State Department of Education for the reimbursement of early childhood education programs for children three and four years of age during the fiscal year 2018-2019.
Financial Impact:	Potential Revenue Source
Attachments:	CSPP-8460

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**Amendment 01****DATE:** July 01, 2018**CONTRACT NUMBER:** CSPP-8460**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 37-6822-00-8**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act

CONTRACTOR'S NAME: NATIONAL ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8460 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,713,595.00 and inserting \$1,799,514.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.73 and inserting \$48.28 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 37,472.0 and inserting 37,271.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 85,919	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,713,595	(OPTIONAL USE) 0656 23038-6822				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,799,514	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

Agenda Item: **15.B. Approve Memorandum of Understanding with Regents of the University of California - Expanded Food Nutrition Education Program for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The parent education program focuses on helping families plan healthy meals. Currently, two NSD schools will host the program:

Location: Ira Harbison and Las Palmas
Program Series of Classes: 4-6 weeks for 1-2 hours
Time: School Hours

Comments: The Expanded Food Nutrition Education Program will teach Eating Smart* Being Active Curriculum as stated in Exhibit A of the Memorandum of Understanding. Schools that serve 50% or more free and reduced lunch are eligible for the program.

Recommended Motion: Approve Memorandum of Understanding with Regents of the University of California - Expanded Food Nutrition Education Program for the 2018-2019 school year.

Financial Impact: Contract costs: \$0
Additional staffing costs: \$0
Other costs: \$0

Attachments:
MOU UCSD Nutrition Program

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS
San Diego Cooperative Extension
Expanded Food Nutrition Education Program
AND
National School District

The Regents of the University of California, on behalf of its Cooperative Extension for San Diego County (collectively, "University"), is hereby authorized during the period from **November 15, 2018 to September 30, 2019** to use the facilities of the ("Cooperator") at the following location for the following purpose.

All schools in the National School District
Expanded Food Nutrition Education Program will teach Eating Smart*Being Active Curriculum.
Please refer to Exhibit A- Program information Scope of Services and Responsibilities.

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents 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 Memorandum of Understanding 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 University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents 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 Memorandum of Understanding 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 Cooperator, its officers, agents or employees.

University and Cooperator mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 automobile liability, and Workers' Compensation coverage as required by applicable law, and upon request shall furnish proof thereof in the form of a certificate of insurance within thirty (30) days of the effective date of this Memorandum of Understanding. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(continued on following page)

Contact Persons:

For University:

Laurent M. Ahiablane
9335 Hazard Way, Suite
San Diego, California 92123

For Cooperator:

Chris Carson
1500 N Avenue
National City, California 91950

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

National School District

Wendy Powers
Associate Vice President
University of California
Agriculture and Natural Resources

Chris Carson
Assistant Superintendent
National City Unified School

Date: _____

Date: _____

EXHIBIT A

Get Involved!

Contact an educator today!



Adult Educators:

Mary Maser (Eng/Span)
Nutrition Educator | North County
Phone: (858) 263-6010
Email: mlmaser@ucanr.edu

Margarita Schwarz-Ramirez (Eng/Span)
Nutrition Educator
Phone: (858) 822-7734
Email: mschwarz@ucanr.edu

Shirley Salado (Eng/Span)
Program Supervisor
Phone: (858) 822-7724
Email: scsalado@ucanr.edu

► **Patti Wooten Swanson, PhD**
EFNEP Director
Phone: (858) 822-7719
Email: pswanson@ucanr.edu

Ask us about our Youth Program!

Eligibility

EFNEP eligibility may include participants in Supplemental Nutrition Assistance Program (SNAP), Women Infants & Children (WIC), or Head Start.

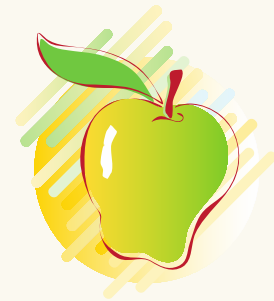
Eligible schools include those that serve 50% or more of free and reduced lunch to their students.

EFNEP assists families with children to improve total family diet and nutritional welfare.



It is the policy of the University of California (UC) and the UC Division of Agriculture & Natural Resources not to engage in discrimination against or harassment of any person in any of its programs or activities (Complete nondiscrimination policy statement can be found at <http://ucanr.edu/sites/anrstaff/files/215244.pdf>).

Inquiries regarding ANR's nondiscrimination policies may be directed to John I. Sims, Affirmative Action Compliance Officer/Title IX Officer, University of California, Agriculture and Natural Resources, 2801 Second Street, Davis, CA 95618, (530) 750-1397.



EFNEP

Expanded Food & Nutrition
Education Program

County of San Diego



University of California
Agriculture and Natural Resources
Nutrition Education

What We Do

We help families to:

- Plan healthy meals.
- Select activities and recipes the whole family will enjoy.
- Stretch their food dollars.
- Keep their food safe.
- Be physically active at a level that is comfortable and advisable.
- Learn healthy lifestyles.

*EFNEP offers all this and more at
NO COST to low-income families.*

Eating Smart



How it Works

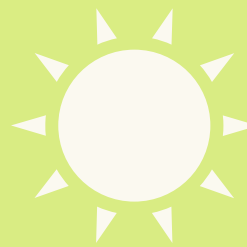
Our services include:

- Offering nutrition education.
- Providing University of California trained nutrition educators.
- Delivering a series of classes over 4-6 weeks that last 1-2 hours at your location.
- Teaching in both English and Spanish.

You can help us by:

- Coordinating the class schedule with an EFNEP Educator.
- Promoting EFNEP classes to target audiences using marketing materials we supply.
- Recruiting a minimum number of participants in the space you provide.

Being Active



Agenda Item: **15.C. Approve Non-Public School Master Contract #CT3550 with San Diego Center for Children Academy to provide an educational program for special education students for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

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

Comments: The inclusive (all services and supports) per diem rate for this program is \$211.96 per day. The District does not qualify for any State reimbursement of the tuition cost because these students live with their parents who are residents of National City.

Recommended Motion: Approve Non-Public School Master Contract #CT3550 with San Diego Center for Children Academy to provide an educational program for special education students for the 2018-2019 school year.

Financial Impact: Contract costs: \$211.96 per day, per student
Additional staffing costs: \$0
Other costs: \$0
Annual cost
Special Education Fund

Attachments: CT3550



2018-19 San Diego County Nonpublic Master Contract

Directions:

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



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



San Diego County Nonpublic Master Contract
Main Document

2018-2019

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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



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



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NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2018-19

This Master Contract is made and entered into

this 15 day of November, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

San Diego Center for Children Academy
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

The term of this Master Contract shall be from November 15, 20 18 to June 30, 20 2019.

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

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

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

d. Student Discipline

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

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

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

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

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

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

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

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

1.8 DEFINITIONS

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

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

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

Meghann O'Connor - Director, Student Support Serv
Name/Title

National School District
Local Education Agency

1500 N Avenue
Address

National City CA 91950
City State Zip

(619) 336-7740
Phone

(619) 336-7551
Facsimile

moconnor@nsd.us
Email Address

Notices to the CONTRACTOR shall
be addressed to:

James McElroy/Director
Name/Title

San Diego Center for Children Academy
Nonpublic School

3002 Armstrong St
Address

San Diego CA 92111
City State Zip

(619) 569-2146
Phone

()
Facsimile

jmcelroy@centerforchildren.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

2.6 TRANSPORTATION

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

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

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2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

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2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

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SECTION 5: SIGNATURES

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

This contract is effective on 11/15/18 and terminates at 5:00 p.m. on 6/30/19 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☒ School ☐ Agency

Authorized Representative Signature

DATE: _____

James McElroy - Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado - Senior Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____



2018-2019 Nonpublic Master Contract

Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division



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

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

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-19

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

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

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

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

2.2 GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

a. Transcripts

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

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

b. Foster Youth

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

2.3 SUPPLIES AND EQUIPMENT

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

2.4 CALENDAR

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

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

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

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

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

2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

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

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

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

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

c. Earthquake Procedures

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

3.2 ATTENDANCE

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

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

a. Unexcused Absences

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

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

b. Change of Pupil's District of Residence

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

c. Parent Withdrawal of Student

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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

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

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

e. Medication

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

f. Medical

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

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

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego Center for Children Academy

The CONTRACTOR CDS NUMBER: 37 68338 7093115

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

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: \$211.96

2) Related Services

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

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

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

NOTES:

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

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

Authorized Representative Signature

DATE: _____

James McElroy - Director

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior Director

(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Chris Carson, Superintendent - Business Services

(Type) Name and Title

LEA Board Approval

DATE: _____

Agenda Item: **16. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: None

Agenda Item:	17. BUSINESS SERVICES
Agenda Item:	17.A. Approve Agreement #CT3307 among San Diego County School Districts and the National School District for shared student transportation services for the period of July 1, 2018 through June 30, 2020.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	<p>Occasionally, it is necessary for the Transportation Department to utilize the school bus services of the elementary school districts and the high school districts within San Diego County. This two-year agreement provides reciprocal services among school districts, in order to meet transportation requirements.</p> <p>This is a standard San Diego County Office of Education contract in terms of the dates covered, however, the District has not utilized the contract to date. Any billing to this contract would occur only after Board approval.</p>
Comments:	At the request of any of the participating school districts, the districts may transport students between public schools, non-public schools and field trip locations located within County boundaries and locations mutually agreed to by participating districts.
Recommended Motion:	Approve Agreement #CT3307 among San Diego County School Districts and the National School District for shared student transportation services for the period of July 1, 2018 through June 30, 2020.
Attachments:	CT3307

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District
38. Spencer Valley Elementary School District

39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located within County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2018 to June 30, 2020 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

Alpine Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Borrego Springs Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Cardiff School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Chula Vista Elementary School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Dehesa School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Cajon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Encinitas Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Escondido Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Fallbrook Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Julian Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Lakeside Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Mountain Empire Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Oceanside Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Rancho Santa Fe School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Dieguito Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Pasqual Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

National School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Ysidro School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Santee School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

South Bay Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Sweetwater Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Warner Unified School District

Name / Title

Approved by _____
On the ____ day of _____ 2018.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Agenda Item:	17.B. Approve Consultant Contracts #CT3547 and #CT3548 with Catholic Charities for participation in their Foster Grandparents Program.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	The mission of the Foster Grandparents Program is to create an enriching environment for retired seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs, including tutoring and mentoring.
Comments:	<p>The contracts, sites, and the number of Foster Grandparents of participating schools in the program are:</p> <p>#CT3547, Palmer Way School, nine Foster Grandparents #CT3548, El Toyon School, five Foster Grandparents</p> <p>The cost of the foster grandparents is \$200.00 per grandparent. In addition, the District will provide one meal a day at a cost of \$4.50 per day, per grandparent.</p>
Recommended Motion:	Approve Consultant Contracts #CT3547 and #CT3548 with Catholic Charities for participation in their Foster Grandparents Program.
Financial Impact:	Contract costs: Palmer Way School-\$1,800.00 and El Toyon School-\$1,000.00 Additional staffing costs: \$0 Other costs: \$11,340.00 Annual Cost School Site Funds
Attachments:	CT3547 CT3548

CATHOLIC CHARITIES

Senior Services

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

Catholic Charities
And
Palmer Way Elementary School

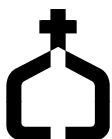
Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The Volunteer Station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2019 through December 31, 2019.

1. The sponsor will:

- a. Recruit, interview, screen (includes DOJ, FBI fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. Furnish adequate volunteer accident and medical insurance at \$50,000 per occurrence and excess liability insurance coverage in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate as required by Foster Grandparent Program (FGP) Federal Guidelines. Proof of coverage to be provided with the annual renewal of the MOU agreement.
- c. Retain full responsibility for the management and fiscal control of the program.
- d. Require physical examination for all volunteers prior to assignment and annually thereafter.
- e. Specify those activities which are appropriate and inappropriate for volunteers to perform.



Catholic
Charities

Diocese of San Diego

349 Cedar Street, San Diego, CA 92101-3197 • Tel. (619) 231-2828 • Fax (619) 234-2272

250 W. Orange Ave, El Centro, CA, 92243 • Tel. (760) 353 - 6822 • Fax (760) 353-0120

Member Agency of United Way • Member Agency of Catholic Charities USA

- f. Provide on-going in-service training for volunteers throughout their tenure in the program.
- g. In cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.
- h. Provide technical support regarding program services, guidelines and policies and procedures upon initial startup and/or as needed.
- i. Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
- j. No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

2. The Volunteer Station will (please initial):

- 1. _____ accommodate 9 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs or a need for academic support for a minimum period of 15 hours per week.
- 2. _____ develop and track Volunteer Assignment Plans, as appropriate, for each child assigned to a Foster Grandparent.
- 3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4. _____ compile and/or provide to the FGP Director outcome related data for year end performance and outcome reports.
- 5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6. _____ provide supervision of volunteers in coordination with the FGP staff.
- 7. _____ provide volunteers with site specific orientation, training (20 hours of pre-service for new volunteers), and assignments which utilize their skills and abilities.

- 8._____ May provide cash/in-kind contribution(s) in support of the program.
- 9._____ Has the right to request the FGP Director to transfer or remove a volunteer.
- 10._____ Provide for adequate health and safety protection of volunteers at the volunteer station.
- 11._____ Validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury Incident Reports.
- 12._____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference, military status or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
- 13._____ Provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
- 14._____ Provide meeting space for training purposes, individual interviews and consultations.
- 15._____ Notify program staff immediately of any accident or emergency involving a Foster Grandparent.
- 16._____ Ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing/advertising materials when the information is related to the Catholic Charities Foster Grandparent Program.
- 17._____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agencies and/or organizations.

18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
21. _____ Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE _____
Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE _____
FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION

Palmer Way School

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

TO: Foster Grandparent Program of San Diego County

FROM: Chris Carson, Palmer Way School

RE: In-Kind Meals

This is to certify that between the period of January 1, 2019 through December 31, 2019, meals at a minimum value of \$4.50 (please initial) each will voluntarily be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site. Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

Palmer Way School

is effective from January 1, 2019 through December 31, 2019. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2019 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

CATHOLIC CHARITIES

Senior Services

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

Catholic Charities
And
El Toyon Elementary School

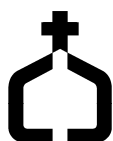
Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The Volunteer Station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2019 through December 31, 2019.

1. The sponsor will:

- a. recruit, interview, screen (includes DOJ, FBI fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. Furnish adequate volunteer accident and medical insurance at \$50,000 per occurrence and excess liability insurance coverage in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate as required by Foster Grandparent Program (FGP) Federal Guidelines. Proof of coverage to be provided with the annual renewal of the MOU agreement.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.



Catholic
Charities

Diocese of San Diego

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Member Agency of United Way • Member Agency of Catholic Charities USA

- f. provide on-going in-service training for volunteers throughout their tenure in the program.
- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.
- h. Provide technical support regarding program services, guidelines and policies and procedures upon initial startup and/or as needed.
- i. Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
- j. No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

2. The Volunteer Station will (please initial):

- 1. _____ accommodate 5 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs or a need for academic support for a minimum period of 15 hours per week.
- 2. _____ develop and track Volunteer Assignment Plans, as appropriate, for each child assigned to a Foster Grandparent.
- 3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4. _____ compile and/or provide to the FGP Director outcome related data for year end performance and outcome reports.
- 5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6. _____ provide supervision of volunteers in coordination with the FGP staff.
- 7. _____ provide volunteers with site specific orientation, training (20 hours of pre-service for new volunteers), and assignments which utilize their skills and abilities.

- 8._____ may provide cash/in-kind contribution(s) in support of the program.
- 9._____ have the right to request the FGP Director to transfer or remove a volunteer.
- 10._____ provide for adequate health and safety protection of volunteers at the volunteer station.
- 11._____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury Incident Reports.
- 12._____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference, military status or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
- 13._____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
- 14._____ provide meeting space for training purposes, individual interviews and consultations.
- 15._____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
- 16._____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing/advertising materials when the information is related to the Catholic Charities Foster Grandparent Program.
- 17._____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agencies and/or organizations.

18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE _____
Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE _____
FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION

El Toyon Elementary School

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS

1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

TO: Foster Grandparent Program of San Diego County

FROM: Chris Carson, El Toyon School

RE: In-Kind Meals

This is to certify that between the period of January 1, 2019 through December 31, 2019, meals at a minimum value of \$4.50 (please initial) each will voluntarily be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site. Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

El Toyon School

is effective from January 1, 2019 through December 31, 2019. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2019 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

Agenda Item:	17.C. Approve Consultant Contracts #CT3549 with Catholic Charities for participation in their Foster Grandparents Program.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	The mission of the Foster Grandparents Program is to create an enriching environment for retired seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs, including tutoring and mentoring.
Comments:	<p>The contracts, sites, and the number of Foster Grandparents of participating schools in the program are:</p> <p>#CT3549, Preschool School, Thirteen Foster Grandparents</p> <p>The cost of the foster grandparents is \$200.00 per grandparent. In addition, the District will provide two meals a day at a cost of \$6.50 per day, per grandparent.</p>
Recommended Motion:	Approve Consultant Contracts #CT3549 with Catholic Charities for participation in their Foster Grandparents Program.
Financial Impact:	<p>Contract costs: \$2,600.00</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$15,210.00</p> <p>Annual Cost</p> <p>Preschool Fund</p>
Attachments:	CT3549

CATHOLIC CHARITIES

Senior Services

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

Catholic Charities And National Child Development Center

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The volunteer station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2019 through December 31, 2019.

1. The sponsor will:

- a. recruit, interview, screen (including FBI/DOJ fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program (FGP) Guidelines.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.
- f. provide on-going in-service training for volunteers throughout their tenure in the program.

- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

2. The Volunteer Station will:

1. _____ accommodate 13 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs for a minimum period of 20 hours per week.
2. _____ develop and track Volunteer Assignment Plans (VAPs), as appropriate, for each child assigned to a Foster Grandparent and return to the program office within the requested timeframe.
3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
4. _____ compile and/or provide to the FGP Director outcome related data for year-end progress and performance reports.
5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
6. _____ provide supervision of volunteers in coordination with the FGP staff.
7. _____ provide volunteers with site specific orientation, training and assignments which utilize their skills and abilities.
8. _____ provide cash/in-kind contribution(s) in support of the program.
9. _____ have the right to request the FGP Director to transfer or remove a volunteer.
10. _____ provide for adequate health and safety protection of volunteers at the volunteer station.
11. _____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, VAPs, Accident & Injury, etc.

12. _____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
13. _____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
14. _____ provide meeting space for training purposes, individual interviews and consultations.
15. _____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
16. _____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing or advertising materials, when the information is related to the Catholic Charities Foster Grandparent Program.
17. _____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agency and/or organization.
18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.

21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Individual Site Locations and Number of FGP Placements:

1. National Child Development Center (2): 2401 East 24th St, National City, CA
2. Central CDC (2): 933 E Avenue, National City, CA 91950
3. Olivewood CDC (2): 2505 F Ave, National City, CA 91950
4. Palmer Way (3): 2900 Palmer St., National City, CA 91950
5. El Toyon (2): 2000 E Division St., National City, CA 91950
6. Las Palmas (2): 1900 E. 18th St., National City, CA 91950

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION

National Child Development Center _____

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

DATE : _____

TO: Foster Grandparent Program of San Diego County

FROM: Chris Carson, National Child Development

RE: Center In-Kind Meals

This is to certify that between the period of January 1, 2019 through December 31, 2019, meals at a combined daily rate of \$6.25 (please initial after value of meals) which includes breakfast and lunch will be provided voluntarily by our facility from non-federal funds for Foster Grandparent volunteers assigned at these sites.

Foster Grandparents' time sheets will verify the number of meals provided daily and monthly.

Volunteer Station Administrator

Date

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program
and

National Child Development Center

is effective from January 1, 2019 through December 31, 2019. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

Agenda Item: **18. BOARD WORKSHOP**

Quick Summary / None
Abstract:

Agenda Item: **19. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **20. ADJOURNMENT**