



Governing Board Agenda

December 12, 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, December 12, 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 P.M.

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: Director of Maintenance and Operations

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. OATH OF OFFICE

8.A. Administer Oath of Office for Maria Betancourt-Castañeda, Maria Dalla and Alma Sarmiento.

Leighangela Brady, Superintendent

9. ROLL CALL

10. ANNUAL ORGANIZATIONAL MEETING

10.A. Election of Board President

Maria Betancourt-Castañeda, Board President

10.B. Election of Board Clerk

Maria Betancourt-Castañeda, Board President

10.C. Appointment of Secretary to the Governing Board: Leighangela Brady, Ed.D., District Superintendent.

Maria Betancourt-Castañeda, Board President

10.D. Approve the National School District Governing Board meeting schedule for the 2019 calendar year.

Maria Betancourt-Castañeda, Board President

11. RECESS/RECEPTION

12. PRESENTATIONS

12.A. Presentation by John A. Otis School students.

Leticia Segura, Principal, John A. Otis School

12.B. Recognize Mrs. Maria Gutierrez, John A. Otis School, as the National School District Volunteer of the Month for December 2018.

Leticia Segura, Principal, John A. Otis School

12.C. Recognize Jahzeel Anzures Ramirez, Campus Student Supervisor, Central School, as National School District Employee of the Month for December 2018.

Steven Sanchez, Principal, Central School

12.D. Introduce and welcome the new employees.

Leticia Hernandez, Assistant Superintendent, Human Resources

12.E. Presentation of award from the OneSight Organization to the National School District Governing Board.

Sharmila Kraft, Assistant Superintendent, Educational Services

13. PUBLIC COMMUNICATIONS

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Board President

14. AGENDA

14.A. Approve agenda.

Leighangela Brady, Superintendent

15. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

15.A. Minutes

15.A.I. Approve the minutes of the Regular Board Meeting held on November 14, 2018. Leighangela Brady, Superintendent

15.B. Administration-None

Leighangela Brady, Superintendent

15.C. Human Resources

15.C.I. Ratify/approve recommended actions in personnel activity list. Leticia Hernandez, Assistant Superintendent, Human Resources

15.C.II. Accept the employee resignations/retirements. Leticia Hernandez, Assistant Superintendent, Human Resources

15.D. Educational Services-None

Sharmila Kraft, Assistant Superintendent, Educational Services

15.E. Business Services

15.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A. Christopher Carson, Assistant Superintendent, Business Services

15.E.II. Adopt Resolution #18-19.20 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13 18/19 Apple Computer Products, Services, and Related Items). Christopher Carson, Assistant Superintendent, Business Services

16. GENERAL FUNCTIONS-None

Leighangela Brady, Superintendent

17. EDUCATIONAL SERVICES

17.A. Approve out of state travel for Angelica Benitez, District Resource Teacher-Educational Services, to attend the Family Leadership Institute Practitioner Training Summit January 15-18, 2019 in San Antonio, TX. Sharmila Kraft, Assistant Superintendent, Educational Services

17.B. Approve Contract #CT3552 with Maria daVenza Timmanns, Ph.D. to conduct a Philosophy course with teachers of GATE students at all ten schools. Sharmila Kraft, Assistant Superintendent, Educational Services

17.C. Approve #CT3557 for Individual Service Agreement with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2018-2019 school year. Sharmila Kraft, Assistant Superintendent, Educational Services

17.D. Approve adoption of Benchmark Advanced/Adelante and American Reading materials and professional development for teachers in grades K-6.	Sharmila Kraft, Assistant Superintendent, Educational Services
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18. HUMAN RESOURCES

18.A. Approve Internship Agreement #CT3558 with Idaho State University to establish interns for Speech Language Pathologists.	Leticia Hernandez, Assistant Superintendent of Human Resources
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19. BUSINESS SERVICES

19.A. Approve the District Annual Developer Fee Report for Fiscal Year 2017-2018.	Christopher Carson, Assistant Superintendent, Business Services
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19.B. Report on and Approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2018 (Exhibit B).	Christopher Carson, Assistant Superintendent, Business Services
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19.C. Approve Consultant Contract #CT3551 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.	Christopher Carson, Assistant Superintendent, Business Services
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19.D. Approve Consultant Contract #CT3555 with Catholic Charities for participation in their Foster Grandparents Program at Lincoln Acres School.	Christopher Carson, Assistant Superintendent, Business Services
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19.E. Accept gifts.	Christopher Carson, Assistant Superintendent, Business Services
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20. BOARD WORKSHOP

20.A. Review and discuss suggested revisions and updates to Board Policies and Administrative Regulations.	Board President
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21. BOARD/CABINET COMMUNICATIONS

22. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, Board President

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

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

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

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

Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE APPOINTMENT
Title: Director of Maintenance and Operations

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

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

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

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

Agenda Item: **8. OATH OF OFFICE**

Agenda Item: **8.A. Administer Oath of Office for Maria Betancourt-Castañeda, Maria Dalla and Alma Sarmiento.**

Speaker: Leighangela Brady, Superintendent

Agenda Item: **9. ROLL CALL**

Quick Summary / Board:

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

Staff:

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

Agenda Item: **10. ANNUAL ORGANIZATIONAL MEETING**

Agenda Item: **10.A. Election of Board President**

Speaker: Maria Betancourt-Castañeda, Board President

Agenda Item: **10.B. Election of Board Clerk**

Speaker: Maria Betancourt-Castañeda, Board President

Agenda Item: **10.C. Appointment of Secretary to the Governing Board: Leighangela Brady, Ed.D., District Superintendent.**

Speaker: Maria Betancourt-Castañeda, Board President

Agenda Item: **10.D. Approve the National School District Governing Board meeting schedule for the 2019 calendar year.**

Speaker: Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: The National School District Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December, January and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

The proposed schedule is attached.

Attachments:
Governing Board Meeting Schedule - 2019

NATIONAL SCHOOL DISTRICT

**GOVERNING BOARD MEETING SCHEDULE
2019**

DATES

January 23, 2019

February 13, 2019

February 27, 2019

March 13, 2019

April 10, 2019

April 24, 2019

May 8, 2019*

May 22, 2019*

June 12, 2019

June 26, 2019

July 10, 2019

August 7, 2019

August 21, 2019

September 11, 2019

October 9, 2019

October 23, 2019

November 13, 2019

December 11, 2019

**All meetings will be held at the Administration Center, with the exception of May 8 and 22, 2019, which will be held at Rancho de la Nación School. All meetings will begin at 6:00 p.m.*

Agenda Item: **11. RECESS/RECEPTION**

Agenda Item: **12. PRESENTATIONS**

Agenda Item: **12.A. Presentation by John A. Otis School students.**

Speaker: Leticia Segura, Principal, John A. Otis School & Brian Clapper, Board Member

Quick Summary / Abstract: The students participated in the Apprentice for the Day-Solar Array Event sponsored by the San Diego Electrical Training Center and International Brotherhood of Electrical Workers 569 (IBEW 569). Students learned about renewable energy and electrical safety via a hands on solar panel lab. The apprentices and their outreach coordinator helped students connect a solar array and taught students vocabulary regarding alternative energy and safety.

Comments: Our sixth grade students will be conducting a slide presentation that focuses on the knowledge they gained during the solar array event. The presentation will focus on the Photovoltaic Process where Direct Current (DC-energy produced by the sun) is transferred into Alternating Current (AC- stored energy collected by solar panels) which can be used to provide us with electricity on a daily basis.

Agenda Item:	12.B. Recognize Mrs. Maria Gutierrez, John A. Otis School, as the National School District Volunteer of the Month for December 2018.
Speaker:	Leticia Segura, Principal, John A. Otis School & Maria Dalla, Board Member
Quick Summary / Abstract:	It has been the practice of the National School District to honor and recognize volunteerism in the district.
Comments:	Mrs. Maria Gutierrez currently has four out of her five children attending John A. Otis School; a preschooler, third, fifth, and sixth grader. Even though she has a busy schedule with her children and household, she still manages to donate her time at John A. Otis. Her assistance with the One Sight and our sixth grade Solar Array Project was fundamental to our success. She is always looking for ways to help and often stays most of the day. Mrs. Gutierrez's dedication to our school is greatly appreciated and worthy of this acknowledgment.

Agenda Item:	12.C. Recognize Jahzeel Anzures Ramirez, Campus Student Supervisor, Central School, as National School District Employee of the Month for December 2018.
Speaker:	Steven Sanchez, Principal, Central School & Barbara Avalos, Board Member
Quick Summary / Abstract:	Central School would like to recognize Jahzeel Anzures Ramirez, Campus Student Supervisor, Central School, as National School District Employee of the Month for December 2018.
Comments:	<p>Central Elementary is proud to recognize Mrs. Jahzeel Anzures Ramirez as the National School District Employee of the Month. Mrs. Anzures Ramirez began her association with Central in 2014.</p> <p>She is an extraordinary Campus Student Supervisor, and stands out as a leader. Jahzeel acts as a support system for her colleagues, and her reliability on the job is second to none. When asked to help out with additional tasks, she always says yes with a smile. She is also the first to volunteer to cover if a colleague is not able to make it to work.</p> <p>Jahzeel is constantly seen helping with tasks to ensure that our school runs smoothly and efficiently. Our teachers can count on Jahzeel to volunteer in their classrooms. She is often seen on campus decorating doors, helping with the book fair, organizing our Fall Festival and Read Across America Day; or in the staff work room making copies, laminating, or using the dye cutter, to name a few of her many contributions. On school spirit days, she rallies the other supervisors to dress according to the theme of the day.</p> <p>Jahzeel is also an officer on our PTA and regularly attends our ELAC and DELAC meetings as an advocate for our English learners. She is proud of her four-year association with Central School, and it gives us great pleasure to celebrate her as Central's classified employee of the month for December 2018.</p>

Agenda Item: **12.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 November 14, 2018 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 12/12/18		
Name	Position	Location
1. Lorena Cardenas	Instructional Assistant-Health Care	Palmer Way School
2. Alyssa De Anda	Classroom Teacher	El Toyon School
3. Andrea De Anda	School Counselor	Olivewood School
4. Juan Flores	School Counselor	Rancho de la Nación School
5. Alfonso Gallegos	Custodian-Night	Kimball School

Agenda Item:	12.E. Presentation of award from the OneSight Organization to the National School District Governing Board.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services & Brian Clapper, Board Member
Quick Summary / Abstract:	<p>Annually, the National School District has worked in conjunction with the OneSight Organization to provide South County School District students in need with a comprehensive eye examination for distribution of eye glasses.</p> <p>On behalf of the OneSight Organization, an award will be presented to the National School District Governing Board to memorialize their gratitude for the participation and support of the National School District in this successful program.</p>
Comments:	<p>The 2018 OneSight Clinic provided 1,168 pairs of glasses for the children of South County School Districts. Over the past 13 years, the clinic has provided a grand total of 13,966 pairs of glasses.</p> <p>This program is run by volunteers from the National City Host Lions Club and community volunteers, as well as National School District personnel.</p>

Agenda Item: **13. PUBLIC COMMUNICATIONS**

Speaker: 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: **14. AGENDA**

Agenda Item: **14.A. Approve agenda.**

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

Agenda Item:

15. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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: **15.A. Minutes**

Agenda Item: **15.A.I. Approve the minutes of the Regular Board Meeting held on November 14, 2018.**

Speaker: Leighangela Brady, Superintendent

Attachments:
11/14/2018-Regular Minutes

NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

November 14, 2018
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:05 PM:

Present:

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

1. CALL TO ORDER

President Betancourt-Castañeda called the meeting to order at 4:04 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed Session was held from 4:04 p.m. to 6:03 p.m.

Board President Betancourt-Castañeda announced that in Closed Session the Governing Board voted unanimously to approve Janna Piper as the new Coordinator of Student Support Services.

Board President Betancourt-Castañeda announced that in Closed Session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2018050958. The agreement includes special education placement, services, and fees in exchange for a waiver of claims against the District. *The announcement was made at the close of the meeting.*

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

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

7. PLEDGE OF ALLEGIANCE

Las Palmas student, Jacob Gallardo, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Jocelyn Gomez took roll call.

9. PRESENTATIONS

9.A. Presentation by Las Palmas School students.

Las Palmas students gave a presentation on the use of Rekenreks.

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

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

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

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

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

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

On behalf of the Governing Board, Ms. Brian Clapper, presented Ms. Victorio with a certificate and 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.

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. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

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

12.B. Administration

12.C. Human Resources

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

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

12.D. Educational Services

12.E. Business Services

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

13. GENERAL FUNCTIONS

13.A. 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.

Motion Passed: 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 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

13.B. Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.

Motion Passed: Nominate Arturo Solis as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

Motion Passed: Nominate Tamara Otero as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Barbara Avalos 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

Motion Passed: Nominate Barbara Ryan as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

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

Motion Passed: Nominate Guadalupe Gonzalez as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

Motion Passed: Nominate Dawn Perfect as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

Motion Passed: Nominate Beth Hergesheimer as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Barbara Avalos 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

Motion Passed: Nominate Maria Dalla as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Maria Betancourt-Castaneda 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

Motion Passed: Nominate Maria Betancourt-Casta eda as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

13.C. Presentation and update on the status of the fundraising committee.

Luz Vicario and Beverly Hayes gave a presentation and update on the status of the fundraising committee.

13.D. Discuss possible hosting of a Harvard strategic project residency.

14. POLICIES, REGULATIONS, BYLAWS

14.A. First reading of Board Policies and Administrative Regulations suggested updates.

15. EDUCATIONAL SERVICES

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.

Motion Passed: Following discussion 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 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

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

Motion Passed: Approve Memorandum of Understanding with Regents of the University of California - Expanded Food Nutrition Education Program for the 2018-2019 school year passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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.

Motion Passed: 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 passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

16. 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.

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

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

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

Motion Passed: Following discussion approve Consultant Contracts #CT3547 and #CT3548 with Catholic Charities for participation in their Foster Grandparents Program 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

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

Motion Passed: Approve Consultant Contracts #CT3549 with Catholic Charities for participation in their Foster Grandparents Program passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

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

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Maria Dalla congratulated the students on their presentation. She congratulated the Employee and Volunteer of the Month. She praised Mr. Clapper for his leadership with the OneSight Program. She thanked her supports for her recent re-election.

Brian Clapper congratulated the students on their presentation. He congratulated the Employee and Volunteer of the Month. He congratulated and welcomed Janna Piper,

Coordinator of Student Support Services. He thanked everyone for all their hard work on the OneSight program.

Barbara Avalos congratulated the re-elected board members. She congratulated the Employee and Volunteer of the Month. She praised Sonia Ruan for her new role as Principal of Las Palmas School. She congratulated the Association of California School Administrators Principal of the Year honoree, Mrs. Beverly Hayes. She shared she visited the Kitchenistas and that she attended the retirement of Norma Hernandez, Southwestern Community College District Governing Board Member.

Alma Sarmiento congratulated the students on their presentation along with their parents and teacher. She congratulated the re-elected board members. She congratulated the Association of California School Administrators Principal of the Year honoree, Mrs. Beverly Hayes.

Leticia Hernandez congratulated the re-elected board members. She shared she enjoyed her visit to the OneSight Program. She congratulated the Employee of the Month.

Chris Carson mentioned that he noticed that the student presenters were half boys and half girls, which is admirable since women generally fall behind on these subjects.

Sharmila Kraft congratulated the re-elected board members. She congratulated the students on their presentation. She gave kudos to the Educational Services for their hard work. She shared she enjoyed her visit to the OneSight Program.

Leighangela Brady wished everyone a Happy Thanksgiving. She thanked the Board for their continued support. She congratulated the Association of California School Administrators Principal of the Year honoree, Mrs. Beverly Hayes. She shared she enjoyed her visit to the OneSight Program. She thanked the Veterans for their service. She wished Dr. George Cameron, former District Superintendent, a happy birthday.

Maria Betancourt-Castañeda congratulated the Employee and Volunteer of the Month. She congratulated the students on their presentation. She praised Mr. Clapper for his leadership with the OneSight Program. She congratulated the Association of California School Administrators Principal of the Year honoree, Mrs. Beverly Hayes. She congratulated the re-elected board members. She closed her comments by thanking everyone for the opportunity to serve as Board President and shared:

“It has been my pleasure to serve as Board President for the National School District community. In this role, we have worked together as a Board to accomplish some significant achievements for the District. While we may have differences of opinion, we recognize the importance of maintaining civility and upholding the ethical standards required of this position. While we hold a high regard for transparency, there are some topics required by law to be discussed confidentially in closed session. It is important that I, as President, uphold the responsibility of maintaining confidentiality and I implore my fellow Board members to do the same. It is this process that allows school districts throughout the state to fully support and serve the community in a constructive and productive way. Thank you again for the opportunity to serve as your Board President and I look forward to welcoming our incoming President at the next Board Meeting.”

Board President Betancourt-Castañeda announced that also in Closed Session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2018050958. The agreement includes special education placement, services, and fees in exchange for a waiver of claims against the District.

20. ADJOURNMENT

The meeting was adjourned at 8:22 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **15.B. Administration**

Speaker: Leighangela Brady, Superintendent

Quick Summary / None
Abstract:

Agenda Item: **15.C. Human Resources**

Agenda Item: **15.C.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
December 12, 2018

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

1. Jennifer Ma	Classroom Teacher 6.58 hours per day 185 days per year Olivewood School	December 17, 2018 to June 5, 2019	Class 1, Step 1	General Fund
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Temporary Employment

2. Christian Carrillo	Impact Teacher 4 hours per day Not to exceed 134 days per year Kimball School	December 13, 2018 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Funds
3. Luz Gonzalez	Classroom Teacher (Roving) 6.58 hours per day 185 days per year District Office	December 17, 2018 to June 5, 2019	Class 1, Step 1	Title 1 Fund
4. Jolene Kearns	Classroom Teacher – Transitional Kindergarten 6.58 hours per day 185 days per year Rancho de la Nación School	December 17, 2018 to June 5, 2019	Class 1, Step 1	General Fund
5. Blake Macek	Classroom Teacher (Roving) 6.58 hours per day 185 days per year District Office	December 17, 2018 to June 5, 2019	Class 1, Step 1	Title 1 Fund

Additional Duties

6. Linda Vazquez	Technology Site Liaison Olivewood School	2018 – 2019 school year	\$1000 per year	Site Funds
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
December 12, 2018

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

None				
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Contract Extension/Change

7. Sonora Escobedo	From Instructional Assistant Special Education to Instructional Assistant Health Care 3.25 hours per day 210 days per year District Office	December 13, 2018	Range 18, Step 1	General Fund
8. Frank Lopez	From Instructional Assistant Health Care 3.25 hours per day to Instructional Assistant Special Education 6 hours per day 210 days per year Lincoln Acres School	December 13, 2018	Range 16, Step 1	General Fund

Leave of Absence

None				
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Temporary Employment
Short-Term Employees-Maintenance

9. Mario Arredondo	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
10. Gustavo Arroyo	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
11. Eleazar Figueroa	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
12. Agustin Guzman	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
13. Lorie Licudine	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations

14. Gustavo Lopez	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
15. Lydia Marrion	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
16. Joel Palacios	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
17. Georgina Tovar	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
18. Jose-Alexandro Vazquez	Maintenance and Operations	December 26, 2018 - January 14, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations

Agenda Item: **15.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

Resignations 12/12/18			
Name	Position	Location	Effective Date
Jennifer Ma	Impact Teacher	Olivewood School	December 14, 2018
Blake Macek	Impact Teacher	District Office	December 14, 2018
Selena Mitchell	Impact Teacher	District Office	November 30, 2018
Arisdelcy Pantoja	Child Nutrition Services Assistant	Central School	December 14, 2018
Sarita Urbano	Classroom Teacher – Roving	Ira Harbison and Lincoln Acres Schools	December 21, 2018

Retirements 12/12/18			
Name	Position	Location	Effective Date
None			

Agenda Item: **15.D. Educational Services**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /
Abstract: None

Agenda Item: **15.E. Business Services**

Agenda Item: **15.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: **15.E.II. Adopt Resolution #18-19.20 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13 18/19 Apple Computer Products, Services, and Related Items).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Glendale Unified School District conducted a cooperative bid process for Apple Computers Products, Services, and Related Items. The bid was awarded to Apple Computer Corporation, with an effective date of the bid of October 16, 2018, and may be extended for an additional four (4) years through October 16, 2023. The award allows incorporated participating public agencies an opportunity to lease and/or purchase Apple Computer Products, Services, and Related Items for the successful bidder.

Comments: Authorize the assistant Superintendent of Business Services to utilize the Glendale Unified School District piggyback Bid #P-13 18/19 for purchase of Apple Computer Products, Services and Related Items.

Attachments:
Resolution #18-19.20

National School District Resolution

#18-19.20

AUTHORIZING CONTRACTING PURUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM THE GLANDALE NIFIED SCHOOL DISTRICT

On motion of _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, the Glendale Unified School District has conducted a cooperative bid process that incorporated participating public agencies to allow the lease and/or purchase of Apple Computer Products, Services, and Related Items at the same price and upon the same terms and conditions as the awarding agency pursuant to Sections 20118 and 20652 of the Public Contract Code of California, and the above-mentioned agency waived their right to require school districts to draw warrants for such purchases or contracts in favor of the awarding.

WHEREAS, the above-mentioned agency's governing body awarded the bid to Apple Computer Corporation,

WHEREAS, this Board has determined it to be in the best interest of the District to purchase or contract for Apple Computer Products, Services, and Related Items from the bid awarded by the before mentioned agency.

NOW, THEREFORE IT IS RESOLVED, ORDERED AND DECLARED that National School District may lease and/or purchase Apple Computer products, Services, and Related Items utilizing the above-mentioned bid. It is hereby authorized and approved and is subject to all terms, conditions and documents as specified in the Glendale Unified School District bid and award documents.

BE IT FURTHER RESOLVED, ORDERED AND DECLARED that Christopher Carson, Assistant Superintendent of Business Services is hereby authorized to execute the necessary contract documents naming the District as the contracting party.

Resolution #18-19.20
December 12, 2018
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 12th day of December 2018, by the following vote

AYES:

NOES: None

ABSTAIN: None

ABSENT: None

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **16. GENERAL FUNCTIONS**

Speaker: Leighangela Brady, Superintendent

Quick Summary / None

Abstract:

Agenda Item:	17. EDUCATIONAL SERVICES
Agenda Item:	17.A. Approve out of state travel for Angelica Benitez, District Resource Teacher-Educational Services, to attend the Family Leadership Institute Practitioner Training Summit January 15-18, 2019 in San Antonio, TX.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this travel will allow the two District Resource teachers to attend professional development that will build the capacity of National School District to have internal trainers for the Family Leadership Institute Parent Empowerment training and curriculum.
Comments:	<p>FLI Facilitators receive training and certification to deliver the FLI at their designated sites. Facilitators receive the FLI Facilitator Guide, certification, and other resource materials.</p> <p>Registration Includes: A four-day practitioner's training of the ten-module parent empowerment curriculum facilitated by certified FLI practitioners. A FLI Facilitator's Curriculum Guide per registered practitioner in their choice of either English or Spanish.</p>
Recommended Motion:	Approve out of state travel for Angelica Benitez, District Resource Teacher-Educational Services, to attend the Family Leadership Institute Practitioner Training Summit January 15-18, 2019 in San Antonio, TX.
Financial Impact:	Travel costs: Not to exceed 2,000.00 Conference cost: Registration \$2,500.00 Other staff costs: \$640.00 One time cost LCAP Fund

Agenda Item: **17.B. Approve Contract #CT3552 with Maria daVenza Timmanns, Ph.D. to conduct a Philosophy course with teachers of GATE students at all ten schools.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: This course will include five weekly teacher sessions of 1.5 hours and 20 1 hour in-class sessions distributed across participants.

Comments: This course focuses on promoting the growth mind-set in children by engaging their natural curiosity and sense of wonder to generate genuine interest in what they have to learn in school. When they learn to think well, they develop a conceptual understanding of the knowledge they learn in school. Engaging in philosophical inquiry hones advanced reasoning and communication skills necessary for doing well in school, employment and life.

Recommended Motion: Approve Contract #CT3552 with Maria daVenza Timmanns, Ph.D. to conduct a Philosophy course with teachers of GATE students at all ten schools.

Financial Impact: Contract costs: \$1,650.00
Additional staffing costs: Teacher hourly pay not to exceed \$10,000.00
Other costs: \$0
One time cost
GATE Fund

Attachments:
CT3552

Fund	Res	Goal	Function	Object	School
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Contract No. _____

National School District Independent Contractor Agreement

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

Contractor	Taxpayer ID Number	Mailing Address
_____, hereinafter referred to as "Contractor."		
City	State	Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

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

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

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

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

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

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

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

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

8. Confidentiality and Use of Information.

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

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

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

This Agreement is entered into this _____ day of _____, _____.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **17.C. Approve #CT3557 for Individual Service Agreement with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Student #3706533 is in need of a program and services provided in a non-public school setting that is based on the significant behavioral, social and academic needs of the student. Due to the extent of the need, the IEP team has recommended placement at the San Diego Center for Children Academy.

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

Recommended Motion: Approve #CT3557 for Individual Service Agreement with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2018-2019 school year.

Financial Impact: Contract costs: not to exceed \$35,000.00 (daily rate of \$211.96)
Additional staffing costs: \$0
Other costs: \$0
One time cost
Special Education Fund

Attachments: CT3557

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

This agreement is effective on 11/26/18 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic School San Diego center for Children Academy

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

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

Address _____ City _____ State/Zip CA _____

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

Parent/Guardian _____ Phone (619) _____ (Residence) _____ (Business)

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

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 209 during the regular school year
29 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
- A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$211.96
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 156 x Daily Rate \$211.96 = PROJECTED BASIC EDUCATION COSTS (A) \$33,065.76

B. RELATED SERVICES:

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		30 min/we ekly					
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 12/12/18

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

San Diego Center for Children Academy
(Name of Nonpublic School)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

Diana Landis - CFO
(Name and Title)

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

Agenda Item:	17.D. Approve adoption of Benchmark Advanced/Adelante and American Reading materials and professional development for teachers in grades K-6.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Using the State Guidelines for Piloting Textbooks and Instructional Materials, National School District is recommending for adoption two language arts resources: Benchmark Advance/Adelante and American Reading Company. This adoption will include materials and resources for all K-6 teachers, in both digital and print formats. Professional development is included in Year 1 of the adoption for both programs.</p> <p>Adoption of these programs will accomplish the following:</p> <ul style="list-style-type: none"> •replace National School District's previous English Language Arts adoption •provide teachers with language arts materials that are aligned to and supportive of California Standards and the State Framework
Comments:	<p>The District English/Spanish Language Arts adoption process began in the Fall of 2017. A team of NSD teachers reviewed materials at the San Diego County Office of Education. The team identified programs and used the State criteria to evaluate materials.</p> <p>In summer/fall of 2018, National School District teachers engaged in the following steps:</p> <ul style="list-style-type: none"> •established consensus on key criteria of for ELA resources (any program without authentic Spanish language arts was eliminated) •analyzed unbiased evaluation reports aligned to the State materials evaluation criteria •identified three programs based on the key criteria and evaluation reports •accessed materials presentations and reviews (these presentations and displays were also available to parents and community) provided at four sites in the District and the Educational Services Department •responded to surveys that identified Benchmark and American Reading combined for adoption for ELA •reviewed teacher recommendations at the Consultation Committee
Recommended Motion:	Approve adoption of Benchmark Advanced/Adalente and American Reading materials and professional development for teachers in grades K-6.
Financial Impact:	<p>Materials costs: Not to exceed \$2,300.00</p> <p>Additional staffing costs: \$0</p> <p>One time cost</p> <p>General Fund (base & LCAP)</p>

Agenda Item: **18. HUMAN RESOURCES**

Agenda Item: **18.A. Approve Internship Agreement #CT3558 with Idaho State University to establish interns for Speech Language Pathologists.**

Speaker: Leticia Hernandez, Assistant Superintendent of Human Resources

Quick Summary / Abstract: This agreement would allow the District to hire Speech Language Pathologist interns that the District believes are outstanding candidates once they are finished with their program.

This agreement outlines the responsibilities of Idaho State University and the District.

Comments: For a number of years it has been challenging to find highly qualified Speech Language Pathologists. In order to address these shortages it would benefit the District to enter into an Internship Agreement with Idaho State University.

Recommended Motion: Approve Internship Agreement #CT3558 with Idaho State University to establish interns for Speech Language Pathologists.

Attachments: CT3558

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its Physical and Occupational Therapy, Speech-Language Pathology and Audiology programs, located at 921 S. 8th Ave., Stop 8410, Pocatello, ID 83209-8410 (the "*Program*") **National School District**, located at **1500 "N" Avenue, National City, CA 91950**, (the "*Facility*") (each individually, a "*Party*," and collectively, the "*Parties*"), takes effect on **December 13, 2018**. ("*Effective Date*").

Background

- Program is a higher education institution having enrolled Students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").
- The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

Agreement

I. Mutual Responsibilities and Coordination.

- A. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to the Student's Experience.
- B. Nondiscrimination. Each Party must not discriminate on the basis of race, creed, sex, national origin, disability, or any other characteristic protected by law, unless permitted by law.
- C. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Student's Experience schedule, content, objectives and goals.

II. Program Responsibilities.

- A. Definitions.
 - 1. "*HIPAA*" means CFR parts 160 and 164 and HITECH (Title XIII of the American Recovery and Reinvestment Act of 2009).
 - 2. "*ACCE*" means Program's academic coordinator of clinical education
- B. Duties. The Program shall:
 - 1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
 - a. The Program's curriculum generally; and
 - b. The desired Student Experiences;
 - 2. Ensure that each Student is appropriately assigned to the desired Experience, including:
 - a. Evaluating the Student's competence and knowledge

- before the Experience begins and after the Experience ends; and
 - b. requiring the Student to carry appropriate general and professional liability insurance;
- 3. Ensure that the Student is knowledgeable and has prepared for:
 - a. Transportation needed to fulfill responsibilities at the Facility;
 - b. Room and board while performing the Experience at Facility; and
 - c. Scheduling arrival at and departure from the Facility;
- 4. Ensure that the Student has been made aware of each relevant Facility rule, regulation, policy, procedure and schedule that Facility has made known to the Program;
- 5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;
- 6. Facilitate communication between the Parties, including:
 - a. Appointing a member of Program's faculty to serve as ACCE;
 - b. Notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
 - c. Notifying the Facility annually of each then-current academic year's clinical education schedule;
 - d. Notifying the Facility of each specific Student assignment no later than ten (10) working days before the Student's arrival, subject to the arrangement set forth below in Sections IV.B and IV.C; and
 - e. Providing the Facility with specific Student outcome objectives for each assigned Student Experience;
- 7. Direct each Student to comply with Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
- 8. Ensure, at the Facility's request, that each Student signs and delivers to the Facility before the Experience begins a copy of the Confidentiality Understanding (attached and incorporated into this Agreement as **Attachment A**).

III. **Facility Responsibilities.** The Facility shall:

- A. Accept a mutually agreed upon number of Students which the Program has selected for an Experience period;
- B. Provide any applicable annually updated information that is

necessary to complete Program's Clinical Education Center Information form;

- C. Notify the Program - no later than fifteen (15) working days before a clinical assignment - of any change in the Facility's ability to accept the Student;
- D. Provide the Student a clinical schedule averaging forty (40) hours per week;
- E. Complete and return each Student evaluation according to the Program's guidelines and schedule;
- F. Not subject the Student to any sexual harassment; and
- G. Inform and train the Student regarding the Facility's HIPAA-related policies and practices.
- H. Facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of his/her identity.
- I. Assume and maintain responsibility for patient care.

IV. **Student Experience Characteristics.**

- A. No Employment Relationship to Either Party.
 - 1. *In General.* The Facility's rules and regulations apply to each Student which Program assigns to an Experience.
 - 2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose including, but not limited to, liability, but instead is a Student engaged in the educational Experience as a part of the Program's curriculum.
 - 3. *HIPAA.* The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement activity:
 - a. Solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and
 - b. As workforce is defined under 45 CFR 160.103.
- B. Short-Notice Assignment. In an emergency circumstance, the Program has a right to assign a Student to an Experience with less than ten (10) days' notice to the Facility. The Facility reserves a right to accept or reject that assignment.
- C. Short-Notice Cancellation. The Program retains a right to cancel a Student's Experience assignment for academic or other good cause with less than ten (10) days' notice to the Facility, with no duty to designate another Student as a replacement.
- D. Assignment Refusal. The Facility retains a right for good cause to

refuse any clinical assignment with less than fifteen (15) working days' notice.

- E. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons that the Party must document:
1. The Student's unprofessional or unethical behavior;
 2. The Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;
 3. The Student's failure to meet Program's prerequisite academic requirements; or
 4. Any good cause, including but not limited to, any medical emergency.

V. **Effective Duration.**

- A. Term. **The Agreement's term begins on the Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**
- B. Termination. Each Party has a right at any time to terminate the Agreement subject to providing at least sixty (60) days' advance written notice to the other Party.
- C. In the event of termination of this Agreement by either Party, Students currently assigned to clinical experiences at the Facility at the time of notice of termination will be given the opportunity to complete their Experience at the Facility.

VI. **Liability.**

- A. Program Commitment.
1. *Insurance*. Program at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an occurrence-based form. Program at Facility's request must deliver a certificate of financial responsibility to Facility.
 2. *Workers Compensation*. The Program shall, at its own expense, obtain and maintain appropriate Workers' Compensation coverage for Program's employed personnel and Students.
 3. *Program Indemnity*.
 - a. *Scope*. To the extent of any applicable insurance coverage and/or the limitations of the Idaho Tort Claims Act (I.C. § 6-901 et seq.), and subject to any applicable terms thereof, the Program will defend, indemnify, and hold harmless the Facility, its officers, governing board, employees, agents, and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and

reasonable attorney's fees, arising from any negligence or wrongful act or omission of the Program, its officers, employees, and agents.

- b. Exclusion. The Program is liable under the provisions of subsection VI.A for any obligations, costs, and expenses only to the extent that the above act or omission is caused:
 - (1) By the Program or any of its officers, employees, or agents; and
 - (2) Not by the Facility or any of its officers, employees, agents, representatives, or volunteers.
- c. Any claim which involves a Student shall be the responsibility of the Student Insurance Carrier.

B. Facility Commitment.

- 1. *Insurance.* Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, agents, representatives, and volunteers. Facility at Program's request must deliver a certificate of insurance to Program.
- 2. *Facility Indemnity.*
 - a. Scope. To the extent of Facility's preceding insurance coverage, the Facility will defend, indemnify, and hold harmless the Program, its officers, governing board, employees, and agents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Facility, its officers, employees, agents, representatives, or volunteers.
 - b. Exclusion. The Facility shall be liable under the provisions of subsection VI.B for any obligations, costs, and expenses only to the extent that such act or omission is caused:
 - (1) By the Facility or any of its officers, employees, agents, representatives, or volunteers; and
 - (2) Not by the Program or any of its officers, employees, or agents.

C. Student Insurance.

- 1. *Student Requirement.* Student is required to have Student's own general and professional liability insurance with limits of liability of \$1,000,000 per occurrence and \$3,000,000 in general aggregate.
- 2. *Program Duty.* The Program ensures that general and

professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, must deliver a copy of the insurance certificate to the Facility.

- VII. The Program shall retain all of its protections under the Idaho Tort Claims Act (I.C. § 6-901 *et seq.*).
- VIII. **Confidentiality.** The Facility acknowledges that Student records are confidential and shall not disclose any Student records to a third party without the prior written consent of Student, except when required by law.
- IX. **Amendment.** Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.
- X. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

Program Notification Address:

Idaho State University
General Counsel
921 S. 8th Ave., Stop 8410
Pocatello, ID 83209-8410

Facility Notification Address:

- XI. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

Signed:

Program:

IDAHO STATE UNIVERSITY

By: _____
Rex Force, Pharm.D.
Vice President for Health Sciences

Date: _____

Facility:

National School District

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between _____ ("Facility") and **Idaho State University**, on behalf of its Physical and Occupational Therapy, Speech-Language Pathology, and Audiology ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility immediately may remove the Student and terminate the Student's clinical education if Facility considers the Student to endanger any patient, breach patient confidentiality, disrupt Facility's operation, or not to comply with any request by Facility including its supervisory staff.

I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.

Student's Signature

Date

Student's Name (Print)

Program Witness (Signature)

Date

Program Witness Name and Title (Print)

Agenda Item: **19. BUSINESS SERVICES**

Agenda Item: **19.A. Approve the District Annual Developer Fee Report for Fiscal Year 2017-2018.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Pursuant to Government Code Sections 66006(b) and 66001(d) the District is required to prepare an Annual Report of the developer fees collected for residential and commercial development projects, which must be adopted by the Board of Education at a regularly-scheduled public meeting.

Recommended Motion: Approve the District Annual Developer Fee Report for Fiscal Year 2017-2018.

Attachments:
Developer Fee Report

**NATIONAL SCHOOL DISTRICT
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2017-18**

I. Introduction

This Annual Developer Fee Report for Fiscal Year 2017-18 ("Report") provides an annual accounting of school facilities fees collected by the National School District ("District") during fiscal year 2017-18 as required by Government Code Section 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

The District collects school facilities fees from the owners of residential, commercial and industrial development projects to mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

Fees collected pursuant to Education Code Section 17620 and Government Code Section 65995, referred to herein as Statutory School Fees, are currently in the amount of \$1.41 per square foot of residential development and \$0.22 per square foot of commercial and/or industrial development. These rates became effective on September 23, 2013.

The school facilities fees described in the Report do not include letters of credit, bonds, or other instruments to secure payment of school facilities fees at a later date.

III. Activity for Fiscal Year 2017-18

Beginning Balance of the Capital Facilities Fund as of 7/1/17	\$ 739,307
Statutory School Fees Collected for Fiscal Year 2017-18	\$ 296,282
Interest Earned on Capital Facilities Fund	\$ <u>12,714</u>
Total Capital Facilities Fund	\$ 1,048,303
Public Improvement Project Costs	\$ <u>0</u>
Ending Balance of the Capital Facilities Fund as of 6/30/18	\$ 1,048,303

IV. Public Improvement Expenditure Listing

PUBLIC IMPROVEMENT PROJECT	AMOUNT OF EXPENDITURE
None	\$0

V. Planned Future Improvements

PUBLIC IMPROVEMENT PROJECT	LOCATION (S)	AMOUNT	ESTIMATED START DATE
None	None	None	None

VI. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended

NONE

VII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

No refund of school facilities fees is required, as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new development.

Agenda Item: **19.B. Report on and Approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2018 (Exhibit B).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: School districts are required to conduct a review of their Interim Reports in accordance with State adopted Criteria and Standards. In addition, AB 12 (Chapter 1213/91), which became effective January 1, 1992, requires each district to determine whether it can meet its financial commitments. The Superintendent certifies that such reviews have been conducted and a copy must accompany the Interim Report when it is submitted to the Governing Board for approval. After the Interim Report is approved, it is submitted to the County Office of Education for review. Interim Financial Reports are required each fiscal year with effective dates of October 31 and January 31. The District is allowed 45 days from the effective date to report to the Board.

Comments: The Report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. The information is used to process budget revisions necessary to reflect current and projected conditions and to provide a certification of the District's ability to meet its financial obligations. Itemized revisions reflect General Fund revenue and expenditure adjustments since the September 12, 2018 Budget Revisions.

FUND BALANCE RESERVES

The District meets the 3% minimum reserve required for economic uncertainties.

NEGOTIATIONS

Negotiations are currently settled with National City Elementary Teachers Association (NCETA) and California School Employees Association (CSEA) for the 2018-19 and 2019-20 school years. Benefits for the 2019-20 Benefits are still open.

MULTIYEAR PROJECTIONS FOR 2018-19, 2019-2020 and 2020-2021

Projections indicate that the cash and fund balances of the District, after cash borrowing, will be positive for the budget year and two subsequent years.

Recommended Motion: Approve the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2018 (Exhibit B).

Agenda Item: **19.C. Approve Consultant Contract #CT3551 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of this contract will allow all staff that are transporting children to have First-Aid and CPR certification as required.

Recommended Motion: Approve Consultant Contract #CT3551 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.

Financial Impact: Contract costs: \$2,000.00
Additional staffing costs: Not to exceed \$2,000.00
Other costs: \$0

Attachments:
CT3551

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

Contract No. CT3551

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 13th day of December, 2018,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

A-B-CPR & First Aid Training, Inc.

3717 Camino Del Rio South

Contractor

Taxpayer ID Number

Mailing Address

San Diego

CA

92108

City

State

Zip Code

, hereinafter referred to as "Contractor."

1. Services to be provided by Contractor. CPR and First Aid Classes for staff members.
_____ at
National School District
Location

2. Term. Contractor shall provide services under this Agreement on
January 14, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed two-thousand and zero cents Dollars (\$ 2,000.00). District shall pay Contractor within 15 days of receipt of invoice by Business Services.

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

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

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

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT		CONTRACTOR		
Signature of Authorized Agent	Signature of Authorized Agent			
Typed or Printed Name	Typed Name			
Title	Social Security or Taxpayer I. D. No.			
Board Approval Date: _____	(Area Code) Telephone Number			

Agenda Item:	19.D. Approve Consultant Contract #CT3555 with Catholic Charities for participation in their Foster Grandparents Program at Lincoln Acres School.
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:	Four Foster Grandparents will be participating. The cost of the Foster Grandparents is \$200 per grandparent. In addition, the District will provide one meal a day at a cost of \$4.50 per day, per grandparent.
Recommended Motion:	Approve Consultant Contract #CT3555 with Catholic Charities for participation in their Foster Grandparents Program at Lincoln Acres School.
Financial Impact:	Contract costs: \$800.00 Additional staffing costs: \$0 Other costs: \$900.00 Annual Cost Site Funds
Attachments:	CT3555

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

*Catholic Charities
And
Lincoln Acres 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 upon request.
- 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.
- 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 4 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

Lincoln Acres Elementary School

BY: Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS

2200 S Laoitan Ave.

National City, CA 91950

619-336-7717

DATE _____

TO: Foster Grandparent Program of San Diego County
FROM: Chris Carson, Lincoln Acres 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

Lincoln Acres 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:	19.E. Accept gifts.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> 1. \$450.00 from Walmart to Central School for any school needs. 2. \$450.00 from Walmart to John Otis School for student activities and incentives. 3. \$450.00 from Walmart to Las Palmas School for student incentives and to promote literacy. 4. \$34.36 from Sticker Rise LLC to Olivewood School for any school needs. 5. \$15.97 from Leticia Villalpando to El Toyon School for library books and materials. 6. \$125.00 from Lifetouch National School Studios to El Toyon School for schools supplies and needs. 7. \$1,000.00 from University of Notre Dame to Lincoln Acres School for STEAM Program. 8. \$817.35 from Rancho de la Nación Teachers to Rancho de la Nación School for classroom supplies. 9. Classroom supplies, office supplies, and \$500.00 in cash from JC Penny Employees to Kimball School for any classroom and office needs.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • Walmart is a business serving the community of National City with an interest in supporting youth. • Sticker Rise, LLC is a local community partner who supports youth. • Leticia Villalpando is a community member with an interest in supporting school activities. • Lifetouch National School Studios is a community partner with an interest in supporting youth. • University of Notre Dame is a university with an interest in supporting the STEAM Program. • Rancho de la Nación Teachers have an interest in supporting National School District students and school activities. • JC Penny Employees are local community members with an interest in supporting local youth.
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept gifts.

Agenda Item: **20. BOARD WORKSHOP**

Agenda Item: **20.A. Review and discuss suggested revisions and updates to Board Policies and Administrative Regulations.**

Speaker: Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, a workshop is being held to discuss suggestions in more detail. Policy updates discussed in this workshop were presented to the Board for first reading on November 14, 2018 and will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: Policies in this workshop will be focused specifically in the 0000, 4000, 5000, and 6000 sections of our NSD policies.

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

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

Attachments:
Exhibit C

Agenda Item:

21. BOARD/CABINET COMMUNICATIONS

Agenda Item: **22. ADJOURNMENT**