



Governing Board Agenda

February 13, 2019

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, Clerk

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

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 2022.

Alma Sarmiento, President

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

This meeting may be recorded

In accordance with Board Policy, 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.



**NATIONAL
SCHOOL DISTRICT**

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



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

CORE VALUES

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, February 13, 2019

Closed Session -- 5:00 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

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Alma Sarmiento,
Board President

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 5:00 PM

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH CASE #2019010555

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

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Leticia Hernandez
Employee organizations: California School Employees Association
National City Elementary Teachers Association

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Recognize National School District Schools for their participation and present them with the California PBIS Coalition metal awards for implementation of Positive Behavioral Interventions and Support (PBIS) within their schools for the 2017-2018 school year.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services
& Barbara Avalos,
Board Clerk

9.B. Recognize Valentina Romero, Caregiver-Special Education, Lincoln Acres School, as National School District Employee of the month for February 2019.

Raymond Ruiz,
Principal, Lincoln
Acres School & Maria
Betancourt-Castañeda,
Board Member

9.C. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
Alma Sarmiento,
Board President

10. PUBLIC COMMUNICATIONS

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

Alma Sarmiento,
Board President

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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.

Alma Sarmiento,
Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on January 23, 2019.

Leighangela Brady,
Superintendent

12.B. Administration-None

Leighangela Brady,
Superintendent

12.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.C.III. Adopt 2019-2020 school year work calendar.

Leticia Hernandez,
Assistant
Superintendent of
Human Resources

12.D. Educational Services

12.D.I. Approve Memorandum of Understanding #CT3562 with WestEd for administration of the California Healthy Kids Survey during the 2018-2019 school year.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.E. Business Services

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

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castaneda, Brian Clapper and Maria Dalla.

Leighangela Brady,
Superintendent

13.B. Adopt Resolution #18-19.22 regarding absence of Board Member Barbara Avalos due to illness.

Leighangela Brady,
Superintendent

13.C. Approve out of state travel for Barbara Avalos, Christopher Carson, Maria Betancourt-Castañeda, Brian Clapper, and Leticia Hernandez to attend the National School Boards Association (NSBA) Annual Conference in Philadelphia, PA on March 29-April 1, 2019.

Leighangela Brady,
Superintendent

14. POLICIES, REGULATIONS, BYLAWS

14.A. Adopt Administrative Regulations 4154/4254/4354 and 4161.8/4261.8/4361.8.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

15. EDUCATIONAL SERVICES

15.A. Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist services for the 2018-2019.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.B. Amend Contract #CT3045 with South Bay YMCA for Before and After School program for the 2018-2019 school year. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.C. Approve Contract #CT3571 with American Reading Company for Professional Development for the 2018-2019 school year. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16. HUMAN RESOURCES

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Accept Gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, 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 - 5:00 PM**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH CASE #2019010555

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

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

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

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

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

Agenda Item: **8. ROLL CALL**

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

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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize National School District Schools for their participation and present them with the California PBIS Coalition metal awards for implementation of Positive Behavioral Interventions and Support (PBIS) within their schools for the 2017-2018 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services & Barbara Avalos, Board Clerk

Quick Summary / Abstract: The purpose of the California PBIS Coalition (CPC) is to establish a network for State Education Leaders, County Offices, School Districts and Schools implementing multi-tier frameworks through Positive Behavior Intervention and Supports (PBIS). The intention is to create the opportunity for implementers dedicated to the effective implementation of PBIS to have a professional learning community where they can access information and support that will lead them to desired academic, behavior, and social-emotional outcomes for all California students, families and communities.

Comments: Metal Awards that will be presented:

Silver- Lincoln Acres, Central, Olivewood, John Otis, Rancho de la Nación and El Toyon

Bronze- Kimball, Las Palmas and Palmer Way

Agenda Item: **9.B. Recognize Valentina Romero, Caregiver-Special Education, Lincoln Acres School, as National School District Employee of the month for February 2019.**

Speaker: Raymond Ruiz, Principal, Lincoln Acres School & Maria Betancourt-Castañeda, Board Member

Comments: Lincoln Acres Elementary is proud to recognize Mrs. Valentina Romero as the National School District Employee of the Month. Mrs. Romero works with our Moderate-Severe Special Day Class since 2016.

She is committed to going above and beyond for the students in her care. Her nurturing presence is seen throughout the day. Each day she shows her enthusiasm for serving all of our students. One example of Mrs. Romero's commitment, out of numerous, is staying with a student when his mother was unable to make it on time to pick up her son. She is always willing to step-up for the needs of the students.

Valentina is constantly seen supporting the classroom teacher with tasks to ensure that the class runs smoothly and efficiently. She is often seen on campus helping more than one student walk to class, while supporting other students. Valentina is a remarkable person that displays compassion for the students. Her dedication to her profession is visible every day. We are so fortunate to have Valentina as a member of our team. Lincoln Acres School is proud to honor and celebrate her as our classified employee of the month for February.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Alma Sarmiento, Board President

Quick Summary / Abstract: The employees on the attached list were approved at the January 23, 2019 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 2/13/19		
Name	Position	Location
1. Erika Cruz	Instructional Assistant – Preschool	El Toyon School
2. Berenice De La Rocha	Campus Student Supervisor	John Otis School
3. Rhian Hardee	Speech Language Pathologist	Lincoln Acres School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

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

Speaker: Alma Sarmiento, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on January 23, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:
1/23/19- Regular Minutes

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

January 23, 2019
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:06 p.m.

Present:

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

Absent:

Ms. Barbara Avalos

1. CALL TO ORDER

President Ms. Alma Sarmiento called the meeting to order at 4:00 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session held from 4:00 to 6:00 p.m.

No action was taken in Closed Session

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Sarmiento called the public meeting to order at 6:06 p.m.

7. PLEDGE OF ALLEGIANCE

Olivewood student, Aranza Rocha, led the Pledge of Allegiance.

8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Olivewood School Students.

Olivewood students gave a presentation on innovative tools used in the classroom for critical thinking and comprehension.

Board Member Ms. Betancourt-Castañeda presented each of the students with a certificate and a book.

9.B. Recognize Ms. Hilda Ragsdale, Olivewood School, as the National School District Volunteer of the Month for January 2019.

Recognized Ms. Hilda Ragsdale, Olivewood School, as the National School District Volunteer for the Month of January 2019.

On behalf of the Governing Board, Ms. Sarmiento presented Ms. Ragsdale with a framed certificate and logo clock.

9.C. Recognize Angelica Benitez, District Resource Teacher Parent Engagement, as National School District Employee of the month for January 2019.

Recognize Angelica Benitez, District Resource Teacher-Parent Engagement, as the National School District Employee of the Month for January 2019.

On behalf of the Governing Board, Ms. Dalla presented Ms. Benitez with a framed certificate and a District logo watch.

9.D. Presentation of award from the OneSight Organization to the National School District Governing Board.

The 2018 OneSight Clinic provided 1,168 pairs of glasses for the children of South County School Districts. On behalf of the OneSight Organization, an award was 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.

9.E. Introduce and welcome the new employees.

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

9.F. Superintendent's mid-year presentation on National School District progress.

Dr. Leighangela Brady gave her mid-year presentation on the progress at National School.

10. PUBLIC COMMUNICATIONS

Ms. Smarty-Plants/Ms. Gomez spoke regarding free educational assemblies available.

Mr. Manuel Cavada spoke regarding agenda item 13.B.

Ms. Maria Dela Paz spoke regarding preschool income guidelines

11. AGENDA

11.A. Approve agenda

Motion Passed: Approve agenda Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Absent 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 Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Absent 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 December 12, 2018.

12.A.II. Approve the minutes of the Special Board Meeting held on January 9, 2019.

12.A.III. Approve the minutes of the Special Board Meeting held on January 16, 2019.

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.

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

12.D. Educational Services

12.D.I. Approve School Accountability Report Cards (SARC) for the 2017-2018 school year (Exhibit A).

Approve School Accountability Report Cards (SARC) for the 2017-2018 School year (Exhibit A) with changes.

12.D.II. Approval Final Revision Single Plan for School Achievement for the 2018-2019 school year for National School District Schools.

12.D.III. Approve Agreement #CT3569 between the Department of Health Care Services (DCHS), National School District (NSD) and Practi-Cal to ensure the privacy of information is protected regarding clients named in Medi-Cal billing.

12.E. Business Services

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

12.E.II. Authorize the Assistant Superintendent of Business Services to advertise for Bid 18-19-183 Olivewood Parking Lot.

12.E.III. Authorize the Assistant Superintendent of Business Services to advertise for Bid 18-19-184 Palmer Way Parking Lot.

13. GENERAL FUNCTIONS

13.A. Adjust monthly stipend for Governing Board Members.

Motion Passed: Adjust monthly stipend for Governing Board Members Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

13.B. Approve Contract #CT3567 with Creative Images Photography Studio.

Motion Passed: Following discussion, Approve #CT3567 with Creative Images Photography Studio Passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14. POLICIES, REGULATIONS, BYLAWS

14.A. Second Reading and Adoption

Motion Passed: Adopt Board Policies and Administrative Regulation as listed Passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

14.B. First reading and discussion of Board Policy 5111 and Administrative Regulation 5111.

First reading of Board Policy and Administrative Regulation suggested updates.

15. EDUCATIONAL SERVICES

15.A. Presentation on the National School District Preschool Program.

15.B. Approve partnership with Education US Navy and Lincoln Acres School to provide tutoring and mentoring for students.

Motion Passed: Approve partnership with Education US Navy and Lincoln Acres School to provide tutoring and mentoring for students Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15.C. Approve iReady Diagnostic and Instruction Pilot Agreement and California Student Data Privacy Agreement with Curriculum and Associates and National School District to provide professional learning for iReady Common Core Diagnostic Assessment.

Motion Passed: Following discussion, approve iReady Diagnostic and Instruction Pilot Agreement and California Student Data Privacy Agreement with Curriculum and Associates and National School District to provide professional learning for iReady Common Core Diagnostic Assessment Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

No Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15.D. Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Motion: Literature/Theater arts assemblies for all students at Ira Harbison School.

Motion Passed: Approve Consultant Contract #CT3472 with Literature Comes to Life Services for Motion: Literature/Theater arts assemblies for all students at Ira Harbison School Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

15.E. Approve Amended Contract #CT3505 with Regents of the University of California Irvine for 2018-2019 to provide K-6 support of math units at all sites.

Motion Passed: Following Discussion, approve Amend Contract #CT3505 with Regents of the University of California Irvine for 2018-2019 to provide K-6 support of math units at all sites Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

16. HUMAN RESOURCES

16.A. Approve Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training.

Motion Passed: Following discussion, approve consultant Contract #CT3326 with Shaw HR consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

16.B. Approve Consultant Contract #C3568 with SWING Education to provide substitutes for certificated staff to use during professional development.

Motion Passed: Following discussion, approve Consultant Contract #CT3568 with SWING Education to provide substitutes for certificated staff to use during professional development Passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

17. BUSINESS SERVICES

17.A. Presentation and approval of National School District Audit Report and its findings for the 2017-2018 fiscal year.

Motion Passed: Approve National School District Audit Report and its findings for the 2017-2018 fiscal year Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.B. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2017-2018 fiscal year.

Motion Passed: Approve Integrity Charter School Audit Report and its findings for the 2017-2018 fiscal year Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.C. Report on the Governor's Proposals for the 2019-2020 State Budget and K-12 Education.

Report on the Governor's Proposals for the 2019-2020 State Budget and K-12 Education presented to the Governing Board.

17.D. Approve Resolution #18-19.21 and award contract #CT3563 to Cox Communications, Inc., for Request For Proposal 18-19-238 Telecommunications Data Circuits and Internet Services for E-Rate School Year 2019-2020.

Motion Passed: Following discussion, approve Resolution #18-19.21 and award contract #CT3563 to Cox Communications, Inc., for Request for Proposal 18-19-238 Telecommunications Data Circuits and Internet Services for E-Rate School Year 2019-2020 Passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.E. Accept gifts.

Motion Passed: Accept gifts Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Maria Betancourt-Castañeda welcomed everyone back and wished them a Happy New Year.

Ms. Maria Dalla thanked the presenters for their patience.

Mr. Brian Clapper congratulated the presenters, especially Dr. Brady. He shared that El Toyon School had an amazing Science Fair, the children were excited, and teachers were very involved. He mentioned the great outcome they have had with recycling and raising funds for field trips. He congratulated Memo with his photography and welcomed everyone back.

Dr. Leticia Hernandez congratulated Olivewood students.

Mr. Chris Carson mentioned how nice it was to see Ms. Katie Filzinger and the OneSight organization.

Dr. Sharmila Kraft shared how impressed she was with the OneSight organization, wished everyone a Happy New Year and a great start to the school year.

Dr. Brady thanked the Board for the opportunity to share her State of the District presentation and she congratulated the other presenters. She shared with the Board that Mr. David Castillo, Director of M&O will be starting January 28, 2019 and wished a Happy Birthday to Dr. Kraft for January 31st.

Ms. Alma Sarmiento shared she would like to see consistency with state and federal funding for Preschool programs.

20. ADJOURNMENT

The meeting was adjourned at 9:49 p.m.

Board President

Secretary to the Governing Board

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

Speaker: **Leighangela Brady, Superintendent**

Quick Summary /
Abstract: None

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

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
February 13, 2019

Name Position Effective Date Placement Funding Source

Employment

None				
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Temporary Employment

1. Ricardo Alvarado	ELPAC Assessment Teacher Not to exceed 6.58 hours per day District Office	February 19, 2019 to May 30, 2019	ELPAC Assessment Teacher rate of \$39.91 per hour	Title I Fund
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Additional Duties

None				
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Contract Extension/Change

2. Janine Campos	From Classroom Teacher Las Palmas School to Language Arts Specialist Las Palmas School	TBD	Class 1, Step 1	General Fund
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Leave of Absence

3. Bobbi Kolody	Teacher Rancho de la Nación School	February 1, 2019 to February 14, 2019	Intermittent FMLA	
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CLASSIFIED STAFF RECOMMENDATIONS
February 13, 2019

Name Position Effective Date Placement Funding Source

Employment

4. Kimberly Abano	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Ira Harbison School	February 19, 2019	Range 16, Step 1	General Fund
5. Monica Carbajal	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Central School	February 19, 2019	Range 16, Step 1	General Fund

6. Antonio Cisneros	Instructional Assistant-Health Care 3.25 hours per day 210 days per year Central School	February 14, 2019	Range 18, Step 1	General Fund
7. Loreli Lino	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Ira Harbison School	February 19, 2019	Range 16, Step 1	General Fund
8. Yadira Machuca	Instructional Assistant- Special Education 3.25 hours per day 210 days per year El Toyon School	February 19, 2019	Range 16, Step 1	General Fund
9. Linda Mondragon	Office Technician- District 8 hours per day 223 days per year Business Services Department	February 19, 2019	Range 19, Step 1	General Fund
10. Gabriela Ramirez Aguirre	Instructional Assistant- Special Education 3.25 hours per day 210 days per year El Toyon School	February 19, 2019	Range 16, Step 1	General Fund
11. Anita Terrones	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	February 19, 2019	Range 8, Step 1	Site Fund

Contract Extension/Change

None				
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Leave of Absence

None				
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**Temporary Employment
Short-Term Employees**

12. Leah Simmons	Clerical Assistance for the ELPAC Assessment Team Not to exceed 6 hours per day District Office	February 14, 2019 to May 30, 2019	Extra Substitute Clerical Rate \$19.00 per hour	Title I Fund
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 2/13/19			
Name	Position	Location	Effective Date
Sandra Castro	Instructional Assistant- Health Care	Central School	December 21, 2018
Antonio Cisneros	Transportation Student Attendant	Transportation Department	February 13, 2019
Denise Mos	Special Day Class Teacher	Central School	June 5, 2019
Maria D. Sandoval	Instructional Assistant- Health Care	Lincoln Acres School	February 8, 2019

Retirements 2/13/19			
Name	Position	Location	Effective Date
None			

Agenda Item: **12.C.III. Adopt 2019-2020 school year work calendar.**

Speaker: Leticia Hernandez, Assistant Superintendent of Human Resources

Quick Summary / Abstract: The District annually negotiates or asks for input on the school year work calendar pursuant to collective bargaining agreements between the Governing Board of National School District and California School Employees Association (CSEA) and its Chapter 206 and National City Elementary Teachers Association (NCETA).

Comments: See attached school year work calendar.

Attachments:
School Year Work Calendar

National School District School Calendar 2019-2020

Subject to Negotiations

2019

2020

July						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 4 Holiday
July 5 Admin Assist & Office Tech
July 9 Admin Asst & Office Tech Return
July 17 Staff Return
July 17 CNS Staff Return
July 22 Students Return

January						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan. 1 Holiday
Jan. 13 Staff Return/Professional Growth Day
(Non-Student Day and Non-CNS Day)
Jan. 14 Students and CNS Return
Jan. 20 Holiday

August						
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Feb. 14 Holiday
Feb. 17 Holiday

September						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sept. 2 Holiday
Sept. 23- Oct 4 Fall Break

March						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March 6, 9,10,11,13 Parent Teacher Conferences
March 23-April 3 Spring Break

October						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 7 Staff Return/Professional Growth Day
(Non-Student Day and Non-CNS Day)
October 8 Students and CNS Return
Oct. 11, 14,15,16, 18 Parent Teacher Conferences

April						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 6 Staff and Students Return

November						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Nov. 11 Holiday
Nov. 25 Holiday
Nov. 26 Holiday
Nov. 27 Holiday
Nov. 28 Holiday (Thanksgiving)
Nov. 29 Holiday

May						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 25 Holiday
May 28 No Minimum Day

December						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec. 23 - Jan. 10 Winter Break
Dec. 24 Holiday
Dec. 25 Holiday
Dec. 31 Holiday

June						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 3 Last Day for Students & Staff (Minimum Day)
June 10 Last day Admin Assist & Office Tech

Board approved on:

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

Agenda Item: **12.D.I. Approve Memorandum of Understanding #CT3562 with WestEd for administration of the California Healthy Kids Survey during the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The California Healthy Kids (CHKS) is an anonymous, confidential survey of youth resiliency, protective factors and risk behaviors. It is administered to students at grades five, seven, nine, and eleven. It enables schools and communities to collect and analyze data regarding local youth health risks and behaviors, school connectedness, protective factors, and school violence. Questions ask children about eating habits, school safety and bullying, involvement with school, as well as questions regarding work habits, cigarettes, alcohol and other drugs.

As the National School District Local Control Accountability Plan (LCAP) has several goals related to student safety and wellness, the survey will be administered on the week of February 25, 2019. The survey will be administered online.

Comments: Parent notification of the survey will be sent to parents of fifth grade students at the end of mid-February 2018. No student will take the survey without parent consent. Parents will have the opportunity to view the survey prior to administration through access on the District website, or hard copy at the school site.

Financial Impact: Contract Cost: Not to exceed \$2,000
Additional Staffing Costs: \$0
Other Costs: \$0
Annual Cost
LCFF Fund

Attachments:
CT3562



MEMORANDUM OF UNDERSTANDING • 2018/19 SCHOOL YEAR

DISTRICT NAME: _____

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPA) according to the procedures in the Guidebook. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary Core survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
 - Submit completed answer sheets and materials to your Regional Center.
 - CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that applicable staff complete the online (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. San Diego County Office of Education will pay for the student survey fee and the county custom module. All other fees are the responsibility of the district. See attached fee schedule for the 2018-2019 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (calschls.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2018 and expires on August 31, 2019.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

**District
 Survey Administration Fees 2018-2019**

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

CHKS - Student	
Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
	One-time development fee of \$200 for every three
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS - Staff	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
	One-time development fee of \$200 for every three
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS - Parent	
Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Printed name

Date

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castaneda, Brian Clapper and Maria Dalla.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Established in 1976, the National Association of Latino Elected and Appointed Officials (NALEO) whose constituency includes the nation's more than 6,000 elected and appointed Latino officials.

The NALEO Educational Fund is the nation's leading non-profit organization that facilitates full Latino participation in the American political process, from citizenship to public service. Established in 1981, the NALEO Educational Fund is making significant contributions to the progress of the nation's 45.5 million Latinos.

Recommended Motion: Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castaneda, Brian Clapper and Maria Dalla.

Financial Impact: Contract Costs: \$400.00
Additional Staffing Costs: \$0
Other Costs: \$0
Annual Cost
General Fund

Agenda Item: **13.B. Adopt Resolution #18-19.22 regarding absence of Board Member Barbara Avalos due to illness.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Barbara Avalos was absent from the Regular Board meeting held on January 23, 2019, due to illness.

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

Recommended Motion: Adopt Resolution #18-19.22 regarding absence of Board Member Barbara Avalos due to illness.

Attachments:
Resolution #18-19.22

National School District

Resolution

#18-19.22

Absence of Board Member Barbara Avalos Due to Illness

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

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

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Alma Sarmiento was absent from the Regular Board meeting held on January 23, 2019, due to illness and shall receive the maximum monthly compensation for January 2019.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 13th day of February 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **13.C. Approve out of state travel for Barbara Avalos, Christopher Carson, Maria Betancourt-Castañeda, Brian Clapper, and Leticia Hernandez to attend the National School Boards Association (NSBA) Annual Conference in Philadelphia, PA on March 29-April 1, 2019.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: The NSBA Annual Conference & Exposition is the one national event that brings together education leaders at a time when domestic policies and global trends are combining to shape the future of the students. This is a robust offering of over 250 educational programs, including three inspirational general sessions will give participants new ideas and tools to help drive their district's forward.

Comments: Travel costs include registration, travel and hotel.

Recommended Motion: Approve out of state travel for Barbara Avalos, Christopher Carson, Maria Betancourt-Castañeda, Brian Clapper, and Leticia Hernandez to attend the National School Boards Association (NSBA) Annual Conference in Philadelphia, PA on March 29-April 1, 2019.

Financial Impact: Travel Costs: Not to exceed \$15,000.00
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

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

Agenda Item: **14.A. Adopt Administrative Regulations 4154/4254/4354 and 4161.8/4261.8/4361.8.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The updates have been reviewed by staff, were submitted to the Governing Board for a first reading and discussion and are now ready for a second reading and adoption by the Governing Board.

Comments: These Administrative Regulations were submitted for a first reading and discussion at the November 14, 2018, Board meeting. These require an additional option selection and have been brought back for adoption.

•AR 4154

4254

4354

Option 1: Selected to match District number of 20 or more employees.

•AR 4161.8

4261.8

4361.8

Option 2: Selected to allow that during the period of a Pregnancy Disability Leave, Family Medical Leave Act and California Family Rights Act, employees can use their accrued vacation leave, and accrued sick leave.

Recommended Motion: Adopt Administrative Regulations 4154/4254/4354 and 4161.8/4261.8/4361.8.

Attachments:

AR 4154/4254/4354 and 4161.8/4261.8/4361.8

National SD

Administrative Regulation

All Personnel

AR 4154(a)

4254

HEALTH AND WELFARE BENEFITS

4354

Affordability of Health Coverage

The Superintendent or designee shall seek written assurance from the district's health insurance carrier(s) that the health plan offered to full-time district employees and their dependents meets all requirements of the federal Patient Protection and Affordable Care Act. (42 USC 300gg-300gg95; 26 USC 4980H; 26 CFR 54.4980H-1-54.4980H-6)

The Superintendent or designee also shall ensure that each employee's contribution to the employee-only health coverage does not exceed 9.5 percent of his/her modified household income, as defined in 26 USC 5000A. The Superintendent or designee shall calculate the affordability of the coverage using one or more of the following methods in a uniform and consistent basis for all employees within the same category: (26 USC 4980H; 26 CFR 54.4980H-4-54.4980H-5)

1. The district shall ensure that the lowest cost employee-only coverage does not exceed 9.5 percent of wages paid to the employee by the district for the calendar year as reported on the employee's W-2 tax form. For an employee not offered coverage for an entire calendar year, the wages shall be adjusted to reflect the period for which coverage was offered.
2. The district shall ensure that the employee's required monthly contribution for the lowest cost employee-only coverage does not exceed 9.5 percent of an amount equal to 130 hours multiplied by the employee's hourly rate of pay on the first day of the plan year or his/her lowest hourly pay during the calendar month, whichever is lower.

HEALTH AND WELFARE BENEFITS (continued)

3. The district shall ensure that the employee's contribution does not exceed 9.5 percent of a monthly amount determined as the federal poverty line for a single individual for the applicable calendar year, divided by 12.

Retired Certificated Employees

Any former certificated employee who retired from the district under any public retirement system and his/her spouse/domestic partner shall be permitted to enroll in the health and welfare and/or dental care benefit plan currently provided for certificated employees. The plan also shall be available to any surviving spouse/domestic partner of a former certificated employee who either retired from the district under any public retirement system or was, at the time of death, employed by the district and a member of the State Teachers' Retirement System. (Education Code 7000)

A retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. If he/she does not enroll during this initial enrollment period, he/she may be denied further opportunity to do so. (Education Code 7000)

COBRA/Cal-COBRA Continuation Coverage

Covered district employees and their qualified beneficiaries shall be offered the opportunity to continue health and disability insurance coverage when they otherwise would lose coverage due to one of the following qualifying events: (Health and Safety Code 1366.21, 1366.23, 1373; Insurance Code 10128.51, 10128.53, 10277; 26 USC 4980B; 26 CFR 54.4980B-4)

1. Death of the covered employee
2. Termination or reduction in hours of the covered employee's employment, other than termination by reason of the employee's gross misconduct

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

3. Divorce or legal separation of the covered employee
4. The covered employee becoming entitled to Medicare benefits
5. A dependent child ceasing to be a dependent child of the covered employee

Continuation health coverage shall be the same as provided to similarly situated individuals under the group benefit plan. (Health and Safety Code 1366.23; Insurance Code 10128.53; 26 USC 4980B)

AR 4154(d)
4254
4354

HEALTH AND WELFARE BENEFITS (continued)

OPTION 1: (Districts with 20 or more employees)

The Superintendent or designee shall notify the health care service plan administrator of a qualifying event listed in item #1, 2, or 4 above, within 30 days of the event. A covered employee or qualified beneficiary shall notify the service plan administrator of a qualifying event listed in item #3 or 5 above within 60 days of the event or of the date that the beneficiary would lose coverage, whichever is later. (26 USC 4980B; 29 USC 1163, 1166; 26 CFR 54.4980B-6)

Continuation coverage shall be terminated in accordance with the district's insurance plan and federal and state law. (26 USC 4980B; 26 CFR 54.4980B-6; Health and Safety Code 1373.621; Insurance Code 10116.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

AR 4154(e)
4254
4354

HEALTH AND WELFARE BENEFITS (continued)

Disability Insurance

The Superintendent or designee shall give notice of disability insurance rights and benefits to each new employee and each employee leaving work due to pregnancy, nonoccupational illness or injury, the need to provide care for any sick or injured family member, or the need to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption. (Unemployment Insurance Code 2613)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 4261.1 - Personal Illness and Injury Leave)

When disabled by an injury sustained from a violent act while performing duties within the scope of employment and performing creditable employment, a certificated or classified employee may continue in the district health and dental care plans upon meeting criteria specified by law. The employee shall pay all employer and employee premiums and related administrative costs. (Education Code 7008)

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE

National SD

Administrative Regulation

All Personnel

AR 4161.8(a)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE

The district shall not deny any eligible employee ~~his/her the~~ right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) ~~or nor~~ restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

AR 4161.8(b)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means ~~a woman who, in the opinion of her~~ **an employee whose** health care provider **states that the employee** is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of ~~her~~ **the** job or to perform any of them without undue risk to ~~herself~~ **the employee** ~~or other persons~~ **or to her** ~~the~~ pregnancy's successful completion, ~~or to other persons~~
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

AR 4161.8(c)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA

- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

AR 4161.8(d)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

- 1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (~~baby bonding~~ **parental leave**)
- 2. To care for the employee's child, parent, or spouse with a serious health condition
- 3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position
- 4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
- 5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any **female** employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

AR 4161.8(e)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: This 12-month period shall coincide with the calendar year. (29 CFR 825.200)

In addition, ~~for each pregnancy~~, any ~~female~~ employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of ~~her a~~ child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

AR 4161.8(f)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, **12945.6**; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

OPTION 2: During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that he/she is eligible to use. (Government Code 12945, 12945.2, **12945.6**; 2 CCR 11044; 11092; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

AR 4161.8(g)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

The basic minimum duration of leave for the birth, **adoption**, or **foster care** placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position ~~if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member.~~ **under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)**

- 1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.**

- 2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.**

AR 4161.8(h)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

- 3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.**

This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light Duty Assignment)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

AR 4161.8(i)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for **the** PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

AR 4161.8(j)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began

2. The probable duration of the condition

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse

4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job

5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

AR 4161.8(k)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the

need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because **she the employee** is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

AR 4161.8(l)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. **The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.**

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

AR 4161.8(m)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

AR 4161.8(n)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

AR 4161.8(o)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, **R**est and **R**ecuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

AR 4161.8(p)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

AR 4161.8(q)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

FAMILY CARE AND MEDICAL LEAVE (continued)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

AR 4161.8(s)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

AR 4161.8(t)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

AR 4161.8(u)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
 - f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

AR 4161.8(v)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

AR 4161.8(w)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

12945.6 Parental leave

12946 *Fair Employment and Housing Act: discrimination prohibited*

CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11098 *California Family Rights Act*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist services for the 2018-2019.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: On the August 12, 2018 the National School District (NSD) Board of Trustees approved a contract with Specialized Therapy Services for services and assessment during the leaves of two NSD speech and language pathologist. The contract needs to be amended from \$35,000 to \$90,000 due to the earlier commencement of the leaves.

Comments: There is a nationwide shortage of speech pathologists. Specialized Therapy Services provides temporary staffing support of speech and language pathologist services for NSD. This consultant contract will allow NSD to cover speech services (as required in a student's individualized educational plan) during employee leaves. Specialized Therapy Services is a local staffing agency that has provided services to our district for a variety of needs.

Recommended Motion: Amend Consultant Contract #CT3399 with Specialized Therapy Services for Speech and Language Pathologist services for the 2018-2019.

Financial Impact: Contract Costs: Not to exceed \$90,000.00
Additional Staffing Costs: \$0
Other Costs: \$0
One Time Cost
General Fund

Attachments:
CT3399

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

Contract No. CT #3399 (Amended)

National School District Independent Contractor Agreement

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Will provide Speech & Language Therapists to service identified students.

(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 February 14, 2019, and will diligently perform as required and complete performance by June 30, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Dollars (\$ 90,000.00). District shall pay Contractor according to the following terms and conditions: Specialized Therapy Services will invoice.
-
-
-

(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:
None
-
-

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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 14 day of February, 2019.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assist. Supt. Business Services/Superintendent

Title

Signature of Authorized Agent

Steven Oas

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 2/13/19

(619) 431-5049

(Area Code) Telephone Number

Agenda Item: **15.B. Amend Contract #CT3045 with South Bay YMCA for Before and After School program for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: National School District contracts with South Bay YMCA to provide Before and After School services to all ten schools. Costs are offset for these services using funding received through the After School Education & Safety (ASES) state grant program. The contract requires National School District to increase or reduce this amount if the California Department of Education adjusts the reimbursement rate.

Comments: On June 27, 2018, National School District Board of Trustees approved #CT3045 for a reimbursement amount not to exceed \$1,760,780.00.

Recently, the California Department of Education increased the grant award by a rate of approximately 3.95%, increasing the total reimbursement from \$1,729,323.00 to \$1,797,586.52 (an increase of \$68,263.52).

Approval of this amendment will allow the contract to be adjusted as required to reflect the increased state reimbursement rate. With the rate increase, South Bay YMCA will be able to increase enrollment and offer more after school services to students.

Recommended Motion: Amend Contract #CT3045 with South Bay YMCA for Before and After School program for the 2018-2019 school year.

Financial Impact: Contract Cost: Not to exceed \$1,797,586.52
Additional Staffing Costs: \$0
Other Costs: \$0
Annual Cost
ASES Grant Fund

Attachments:
CT3045
ASES Funding Update

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Program 2018-19

This Agreement for the After School Education and Safety Program (ASES) is entered into this 1st day of July 1, 2018 by and between the **National School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the National School District to YMCA of San Diego County for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to National School District due to YMCA of San Diego County's failure to comply with grant rules, regulations and policies will result in the YMCA of San Diego County reimbursing the full invoice amount(s), not to exceed the entire grant amount allocated to YMCA of San Diego County for the ASES program, to National School District within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
3. Elementary students should participate every day that the after school component operates.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating dates, times, and reasons for the late arrival.
6. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.

- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- ii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. YMCA of San Diego County receiving ASES funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. National School District will facilitate monthly attendance reporting to SDCOE.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the National School District.
3. YMCA of San Diego County shall be solely responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it

shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.

4. YMCA of San Diego County must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at the school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with National School District to disseminate statewide evaluation process as determined by the CDE and provide all required information.
2. YMCA will respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both National School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
4. National School District will share ASES evaluation data reports with YMCA of San Diego County.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, National School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. National School District shall amend contract award to the YMCA of San Diego County if the CDE adjusts ASES reimbursement rate after initial contract is awarded. National School District shall adjust contract the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. National School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.

2. Both National School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.

7. Budget Restrictions

1. National School District shall retain 3% or \$56,765.89 of grant funds for direct administrative costs.
2. No more than 10% or \$189,219.63 of grant funds may be used for administrative costs by the YMCA.
3. No more than 5% or \$94,609.82 of 10% administrative costs should be expended on indirect costs by YMCA.
4. The YMCA must expend at least 85% or \$1,608,366.80 of grant funding in direct services for pupils.

8. Program Matching Funding Requirements.

1. ASES Program must provide local funds totaling no less than one-third of the grant amount.
2. National School District will provide matching funds for facilities and space usage not to exceed 25% or \$156,106.19 of total match requirement.
3. YMCA of San Diego County will provide at least 10% or \$62,442.48 of total match requirement unless otherwise agreed upon between National School District and YMCA.

9. Additional ASES Program Operation Requirement.

1. Both National School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Operate the After School Education and Safety Program (ASES) to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet needs of National School District.

7. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by school/charter or YMCA of San Diego County to enrolled pupils.
9. National School District shall collaborate with YMCA to provide snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
10. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program. National School District and YMCA will partner to conduct continuous quality improvement process.
12. National School District and YMCA will collaborate and coordinate with the regular school day program.
13. National School District is responsible to ensure the YMCA of San Diego County access to safe, clean, and supportive indoor/outdoor space at participating school site to conduct a high-quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
14. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to National School District policy.
15. Each ASES funded site will be responsible for the development of a FY2018-19 After School Program Plan as part of the San Diego ASES Program Consortium. The District's ASES Program Plan template will be provided by the Resources & Technical Assistance Center (RTAC).
16. National School District and YMCA administration will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
17. Each site ASES Program plan will identify FY 2018-2019 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
18. Ensure that ASES staff attends district wide, regional, and district training opportunities designed to maximize program effectiveness.
19. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School Administrative Program Support Center (ASC) and the Children's Initiative.
20. Work with staff from RTAC, the After School Administrative Support Center (ASC), and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
21. National School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all

required reports. Reports delegated to YMCA of San Diego County by National School District charter shall be given at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. YMCA of San Diego County will make reports to National School District as necessary to enable National School District to perform its duties and will maintain such records and provide access to those records as National School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
4. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
8. If an ASES program site stops program operations, National School District will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. YMCA of San Diego County shall provide financial expenses monthly to school/charter. National School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) as required to CDE.

FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE

REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT(S).

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2018 through June 30, 2019.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

National School District shall reimburse funds to YMCA of San Diego County as available, and within 30 days of invoice for expenses submitted from YMCA of San Diego County. Annual total ASES allocation(s) shall not exceed *\$1,797,586.52 for YMCA of San Diego County.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2019 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by YMCA of San Diego County if determined such findings or compliance issues were result of failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA OF SAN DIEGO COUNTY & NATIONAL SCHOOL DISTRICT CONTACT PERSONS

YMCA of San Diego County Contact:

National School District Contact:

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County

Christopher Carson
Assistant Superintendent
Business Services
National School District

3708 Ruffin Rd.
San Diego, CA 92123
619-521-3055 x2620

1500 N Avenue
National City, CA 91950
619-336-7742

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by YMCA of San Diego County from National School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of National School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the National School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from National School District for any purpose other than the performance of this agreement, without National School District's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to National School District all written materials constituting or incorporating any communications or information obtained from the National School District. Upon National School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.
3. YMCA of San Diego County may disclose to any subcontractor, or National School District approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, YMCA of San Diego County shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to National School District.
4. YMCA of San Diego County represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the National School District.
5. YMCA of San Diego County obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by National School District hereunder shall survive termination and comply with all requirements outlined in this

Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of National School District.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from National School District in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school district, including National School District, superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- 1) Each agency and school district shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- 2) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- 3) Each school district shall comply with access log requirements of Section 49064.
- 4) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- 5) An agency or school district may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, National School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. National School District may, by written notice to YMCA of San Diego County, terminate this agreement in whole or in part at any time, for National School District's convenience. Upon receipt of 60 days' notice, YMCA of San Diego County shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to National School District all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
2. If the termination is for the convenience of the National School District, YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval by the school/charter, National School District shall pay YMCA of San Diego County the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.
3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of National School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. National School District may, by written notice to YMCA of San Diego County, terminate this agreement in whole or in part at any time because of the failure of YMCA

of San Diego County to fulfill its contractual obligations. Upon receipt of such notice, YMCA of San Diego County shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) Deliver to National School District all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

2. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, National School District may take over the services, and complete the services by contract or otherwise. In such case, YMCA of San Diego County shall be liable to National School District for any reasonable costs or damages occasioned to National School District thereby.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of National School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, defend, and to indemnify National School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or YMCA of San Diego County shall sign and file with National School District the following certificate:

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

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, National School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with National School District, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

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

Amounts of Insurance:		
General Liability	Bodily Injury and	\$ <u>1,000,000</u>
Comprehensive form -	Property Damage	
		Amount
Products/Completed		
Operations		

YMCA of San Diego County shall file, with National School District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **National School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the National School District Director and YMCA of San Diego County President/CEO.

26. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The National School District shall determine the Contractor/Provider's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

The Contractor/Provider will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

The YMCA of San Diego County will have "**greater than limited contact**" with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The YMCA of San Diego County has **certified in writing** to the National School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

By: (Authorized Signature)

Date:

Steve Hensel
Executive Director
YMCA of San Diego County

27. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

NATIONAL SCHOOL DISTRICT

YMCA OF SAN DIEGO COUNTY

By: (Authorized Signature)

By: (Authorized Signature)

Christopher Carson
Assistant Superintendent Business Services
National School District

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date:

Date:

YMCA Federal EIN #:

**FY2018-19 ASES Program Funding
National School District**

FY2018-19 ASES Program Funding (Amended Nov 18)

National School District

	PM Funding	AM Funding	Total Funding	95% Funding to YMCA
Central	\$123,429.44	\$66,978.91	\$190,408.35	180,887.93
El Toyon*	\$122,850.00	\$38,132.09	\$160,982.09	152,932.98
Ira Harbison	\$183,331.10	\$46,384.23	\$229,715.33	218,229.56
John A. Otis*	\$122,850.00	\$29,484.00	\$152,334.00	144,717.30
Kimball	\$134,068.42	\$45,783.74	\$179,852.16	170,859.55
Las Palmas	\$201,293.49	\$46,234.19	\$247,527.68	235,151.29
Lincoln Acres	\$144,918.77	\$27,795.30	\$172,714.07	164,078.36
Olivewood	\$158,654.63	\$60,096.04	\$218,750.67	207,813.13
Palmer Way	\$131,243.11	\$29,801.77	\$161,044.88	152,992.63
Rancho de la Nacion	\$128,660.27	\$50,206.88	\$178,867.15	169,923.79
Totals	\$1,451,299.23	\$440,897.15	\$1,892,196.38	1,797,586.52

*Updated PM Funding

Agenda Item: **15.C. Approve Contract #CT3571 with American Reading Company for Professional Development for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: National School District adopted American Reading Company on December 12, 2018 as part of the English Language Arts program. These resources meet key expectations of the Common Core English Language Arts standards. Site administrators and Educational Services Directors will engage in four 8-hour training sessions designed to build organizational capacity of site and District leaders to support the implementation of these resources.

Recommended Motion: Approve Contract #CT3571 with American Reading Company for Professional Development for 2018-2019.

Financial Impact: Contract Cost: Not to exceed \$12,000.00
Additional Staffing Costs: \$0
Other Costs: \$0
Annual Cost
LCFF

Attachments:
CT3571

National School District

Leadership PD 2018/2019 School Year

01/31/2019

Proposal Number: 105077

Submitted To: -
National City, CA 91950
Phone: (619) 336-7500

Sales Consultant: Rebecca Holcombe Email: rebecca.holcombe@americanreading.com P: (610) 992-4150 F: (610) 992-4156
201 South Gulph Road, King of Prussia, PA 19406 www.americanreading.com



Program Proposal Summary

Professional Development: \$ 12,000.00

Grand Total: 12,000.00

Please note: Prices are valid 60 days from date of proposal.

Thank you for selecting American Reading Company. Execution of this contract becomes effective upon our receipt of your company purchase order.

Returns

If you have questions regarding your order, please contact our Customer Concerns Department at customercare@americanreading.com or (866) 810-2665.

Order discrepancies and/or damaged products must be reported within 90 days of receipt of order to receive credit or replacement product.

Marked, stickered, stamped, or otherwise altered materials are non-returnable.

Please contact us prior to returning items to American Reading Company to ensure your return is processed correctly and you receive credit or replacement.

Professional Development

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff).

If more than 25 people attend the workshop, you agree to pay \$350 for each additional participant.

Professional development training cannot be cancelled or changed within 15 days of the event date. Customers that cancel professional development events within 15 days will be billed for the event.

Signature: _____

Date: _____

Title: _____

Approved Amount: \$ _____

Sales Consultant: Rebecca Holcombe Email: rebecca.holcombe@americanreading.com P: (610) 992-4150 F: (610) 992-4156

201 South Gulph Road, King of Prussia, PA 19406 www.americanreading.com



Qty Price Total

Professional Development

Leadership Learning Series PD

The Leadership Learning Series is designed to build organizational capacity to improve. We provide customized supports and a guiding hand to use improvement science in building consensus, developing infrastructure, and designing your unique implementation plan for making systems work better for all children.

Leadership Learning Series Professional Development 1 to 5 schools - 1 Day	4	\$3,000.00	\$12,000.00
Total: Professional Development	4		\$12,000.00
		Total:	\$12,000.00

Sales Consultant: Rebecca Holcombe Email: rebecca.holcombe@americanreading.com P: (610) 992-4150 F: (610) 992-4156

201 South Gulph Road, King of Prussia, PA 19406 www.americanreading.com

Agenda Item: **16. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: None

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Accept Gifts.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale: 1. \$36.70 from Box Tops for Education to Olivewood School for any school needs.
2. \$200.00 from Friends of Balboa Park to El Toyon School for field trip transportation.
3. \$250.00 from El Toyon PTA to El Toyon School for field trip transportation.

Quick Summary / Abstract:

- Box Tops for Education is one of the nation’s largest school fundraising loyalty programs.
- Friends of Balboa Park offers field trip scholarship programs primarily to Title-1 schools to sponsor buses or admission for school field trips.
- El Toyon School’s PTA works throughout the year to support various programs at Olivewood School and National School District.

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: **18. BOARD WORKSHOP**

Agenda Item:

19. BOARD/CABINET COMMUNICATIONS

Agenda Item: **20. ADJOURNMENT**