



Governing Board Agenda

March 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, March 13, 2019

Closed Session -- 5:30 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

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

Alma Sarmiento,
Board President

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION-5:30 P.M.

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Ira Harbison School students.

Isabel Silva, Principal,
Ira Harbison School &
Maria Betancourt-
Castañeda, Board
Member

9.B. Recognize Mr. Robert Fincher, Ira Harbison School, as the National School District Volunteer of the Month for March 2019.

Isabel Silva, Principal,
Ira Harbison School &
Maria Dalla, Board
Member

9.C. Recognize Socorro Cortazar, teacher, John A. Otis School, as National School District Employee of the Month for March 2019.

Leticia Segura,
Principal, John A. Otis
School & Barbara
Avalos, Board
Member

9.D. Recognize and honor Ms. Sharron Cannon, Exalted Ruler of B.P.O.E. Chula Vista Elks Lodge No. 2011.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services
& Brian Clapper,
Board Member

9.E. Introduce and welcome the new employees.

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

9.F. Presentation by the Citizens' Bond Oversight Committee regarding Measure N and Measure HH Projects.

Christopher Carson,
Assistant
Superintendent,
Business Services

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 February 27, 2019.

Leighangela Brady,
Superintendent

12.B. Administration

12.B.I. Adopt Resolution #18-19.23 declaring the month of April 2019 as Public Schools Month and the week of April 15 through April 19, 2019, as Public Schools Week. Leighangela Brady, Superintendent

12.C. Human Resources

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

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

12.D. Educational Services

12.D.I. Adopt Resolution #18-19.24 declaring the week of April 8 through April 12, 2019 as the “Week of the Young Child.” 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. Discussion regarding biliteracy in the National School District. Leighangela Brady, Superintendent

14. EDUCATIONAL SERVICES

14.A. Approve individual services contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education for student #3702981 for the 2018-2019 school year. Sharmila Kraft, Assistant Superintendent, Educational Services

14.B. Approve individual services agreement #CT3578 with Aseltine School to provide an educational program for student #3713060 for the 2018-2019 school year. Sharmila Kraft, Assistant Superintendent, Educational Services

14.C. Amend Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of increased student health services. Sharmila Kraft, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES

15.A. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2019-2020 school year.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Discussion on Palmer Way School Parking Lot architectural drawings.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.B. Award Contract #CT3575 to Chavez and Associates for Inspector of Record Services.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.C. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2019 (see Exhibit B).

Christopher Carson,
Assistant
Superintendent,
Business Services

16.D. Accept Gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

19. 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-5:30 P.M.**

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

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

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

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

Agenda Item: **8. ROLL CALL**

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

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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Ira Harbison School students.**

Speaker: Isabel Silva, Principal, Ira Harbison School & Maria Betancourt-Castañeda, Board Member

Quick Summary / Abstract: This school year at Ira Harbison School, Mrs. Quiroga and Mrs. Peichoto, have partnered with one of NSD's Resource Teachers, Mr. Nathan Bland, to provide students with a unique broadcasting experience. This experience has activated students' potential and has put them on the path towards becoming college and career ready.

Ira Harbison students are inspired to become innovative learners and leaders, and are excited to use real-world technologies and devices to conduct their weekly Hawk News broadcasts. These broadcast's build their self-confidence, put "a twist" on the morning announcements, keep the school informed in a fun way, and to help build a positive school community.

These students wanted to make a difference. We invited a few of our fifth and sixth grade participants tonight to share with you the impact this experience has had on their lives. We are proud of our student leaders for their efforts and we are committed to helping them develop their communication skills to become confident world citizens.

Agenda Item: **9.B. Recognize Mr. Robert Fincher, Ira Harbison School, as the National School District Volunteer of the Month for March 2019.**

Speaker: Isabel Silva, Principal, Ira Harbison School & Maria Dalla, Board Member

Quick Summary / Abstract: Ira Harbison School is pleased to recognize Mr. Robert Fincher as the Volunteer of the Month. For the past several years, Mr. Fincher has been a dependable member of the Ira Harbison school community. He is actively involved in his child's learning, and has established meaningful partnerships with all of our staff.

Mr. Fincher serves as a role model of kindness and integrity. He is someone who enjoys spending time at our school on a regular basis. Mr. Fincher is always willing to support our students and staff, frequently lending a helping hand with unique projects and hands-on tasks. Not only does Mr. Fincher volunteer countless hours of his time as a parent leader at Ira Harbison School, he also participates in the Parent Teacher Association (PTA) and the District Parent Advisory Committee (DPAC).

As a dedicated environmental advocate, he recently joined the NSD Sustainability Committee, where we know he'll make a difference toward implementing District-wide green initiatives. We are glad to take this time to recognize Mr. Fincher for his selfless contributions to our school and district!

Agenda Item: **9.C. Recognize Socorro Cortazar, teacher, John A. Otis School, as National School District Employee of the Month for March 2019.**

Speaker: Leticia Segura, Principal, John A. Otis School & Barbara Avalos, Board Member

Quick Summary / Abstract: Ms. Cortazar has been working with National School District for 22 years; 15 years at John A. Otis Elementary. The following are just a few examples of her commitment to our John Otis family:

Commitment to Staff:

Socorro Cortazar collaborates with staff on instructional strategies, ways to improve class efficiency, and implementation of innovative ideas. She is eager to help staff, and improve things in any way possible. For example, she has volunteered to be an early adopter for the iReady assessment. Likewise, two years ago, she provided her class guidance as they entered and won the classroom re-design contest for John A. Otis. Her participation will provide invaluable feedback as the district makes decisions on which furniture or technologies should be implemented.

Commitment to Students and Parents:

For the past few months, Socorro has stayed after school every Tuesday with the coding club; supporting students with the fundamentals required to have a basic understanding of computer coding. In addition, Socorro is highly respected by parents as she is always stepping up to orient parents or provide information regarding school or classroom policies. Ms. Cortazar does whatever it takes both inside and outside of the classroom.

The dedication Socorro has is phenomenal. Ms. Cortazar is a team player and is always willing to go above and beyond for our entire John A. Otis family.

Agenda Item: **9.D. Recognize and honor Ms. Sharron Cannon, Exalted Ruler of B.P.O.E. Chula Vista Elks Lodge No. 2011.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services & Brian Clapper, Board Member

Quick Summary / Abstract: For six years, Ms. Cannon has graciously organized the B.P.O.E Chula Vista Elks lodge No. 2011 to arrange, purchase, and distribute individual dictionaries to all third grade students in the National School District. The Governing Board wishes to express gratitude to Ms. Cannon for her lodge's generosity to our students.

Comments: The Dictionary Project was founded in 1995, with the Elks joining the movement in 2004. It's primary focus is to promote literacy to children in third-grade.

Nationwide the Elks have donated more than 1.2 million dictionaries as sponsors of The Dictionary Project over the last six years. Nearly 5,000 National School District students have received dictionaries as a result of Ms. Cannon's efforts.

Agenda Item: **9.E. 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 February 27, 2019 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

**Introduce & Welcome
3/13/19**

Name	Position	Location
1. Chadbourne Harris	Child Nutrition Services Assistant	Rancho de la Nación School
2. Celia Mendivil	Instructional Assistant – Health Care	Rancho de la Nación School
3. Alicia Perfino	Instructional Assistant – Health Care	Rancho de la Nación School

Agenda Item: **9.F. Presentation by the Citizens' Bond Oversight Committee regarding Measure N and Measure HH Projects.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Citizens' Bond Oversight Committee (CBOC) for Bond Measures N and HH have been formed to ensure the proceeds of the bonds have been spent only for specific purposes and projects as approved by the voters within the boundaries of the National School District. One of the ways the CBOC ensures accountability and transparency is by providing information to the Governing Board and the Public regarding the status of on-going and completed projects under these bond programs.

The Citizens' Bond Oversight Committee will provide a presentation and information on the status of Bond Measures N and HH.

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 February 27, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:
02/27/2019-Regular Minutes

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

February 27, 2019
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:06 p.m.

Present:

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

Absent:

Ms. Maria Dalla

1. CALL TO ORDER

Board President, Alma Sarmiento called the public meeting to order at 4:33 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 4:33 p.m. to 5:55 p.m.

No action was taken in Closed Session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Alma Sarmiento, called the public meeting to order at 6:03 p.m.

7. PLEDGE OF ALLEGIANCE

Central Student, Darren Hermoso led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Central School students.

Central students gave a presentation on what they have learned on value and respect for all people and how they are empowered to use their voice to speak up against acts of hate.

On behalf of the Governing Board, Mr. Clapper and Ms. Betancourt-Castañeda presented each student with a certificate and book.

9.B. Recognize Ms. Dari Ryan, Central School, as the National School District Volunteer of the Month for February 2019.

Recognize Ms. Dari Ryan, Central School, as the National School District Volunteer of the Month for February 2019.

On behalf of the Governing Board, Ms. Barbara Avalos presented Ms. Ryan with a framed certificate and District logo clock.

9.C. Special recognition of Gloria Gonzalez, Campus Student Supervisor at Ira Harbison.

Special recognition of Gloria Gonzalez, Campus Student Supervisor at Ira Harbison School.

Board President, Alma Sarmiento presented Mrs. Gonzalez with a framed certificate of special recognition.

9.D. Introduce and welcome the new employees.

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

Board President, Alma Sarmiento presented each new employee with a District pin.

10. PUBLIC COMMUNICATIONS

Mr. Rudy Lopez spoke to the Board regarding Delegate Ballot.

11. AGENDA

11.A. Approve agenda.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt- Castañeda

Yes Mr. Brian Clapper

Absent 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. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt- Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Special Board Meeting held on February 13, 2019.

12.A.II. Approve the minutes of the Regular Board Meeting held on February 13, 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 the Single Plan for Student Achievement for each National School District elementary school.

12.E. Business Services

12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for Bid #18-19-189 play structure replacement at John Otis School.

13. GENERAL FUNCTIONS

13.A. Cast vote for 2019 CSBA Delegate Assembly election.

Board vote results for up to seven (7) candidates are as follows:

1. Maria Betancourt-Castañeda- National
2. Leslie Ray Bunker- Chula Vista
3. Maria Dalla- National
4. Andrew Hayes- Lakeside
5. Rodolfo Lopez- San Ysidro
6. Dawn Perfect- Ramona
7. Barbara Ryan- Santee

13.B. Presentation and report on biliteracy in the National School District.

14. POLICIES, REGULATIONS, BYLAWS

14.A. Adopt Admission Board Policy 5111 and Admission Administrative Regulation 5111.

Motion Passed: Adopt Admission Board Policy 5111 and Admission Administrative Regulation 5111. Passed with a motion by Ms. Maria Betancourt- Castañeda and a second by Mr. Brian Clapper.

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

15. EDUCATIONAL SERVICES

15.A. Presentation of district safety initiatives and overview of Comprehensive School Safety Plan (CSSP) development process.

15.B. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District office.

Motion Passed: Approve the Comprehensive School Safety Plan for each National School District elementary school and the District office. Passed with a motion by Ms. Maria Betancourt- Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt- Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15.C. Adopt the Low-Performing Students Block Grant Plan for National School District.

Motion Passed: Adopt the Low-Performing Students Block Grant Plan for National School District. Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt- Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15.D. Approve Program Provider Participation Agreement (PPA) agreement #CT3574 with the California Department of Health Care Services.

Motion Passed: Approve Program Provider Participation Agreement (PPA) agreement #CT3574 with the California Department of Health Care Services. Passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Castañeda

Yes Mr. Brian Clapper

Absent Ms. Maria Dalla

Yes Ms. Alma Sarmiento

16. HUMAN RESOURCES

16.A. Conduct public hearing pursuant to Government Code 3547 regarding the proposal from the National City Elementary Teachers Association to open negotiations the 2019-2020 school year.

Public hearing was held from 8:09 p.m. to 8:11 p.m.

16.B. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the National City Elementary Teachers Association to open negotiations for the 2019-2020 school year.

Public hearing was held from 8:11 p.m. to 8:12 p.m.

16.C. Approve Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District for negotiable impacts and effects of Benchmark Advance, American Reading Company and i-Ready.

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

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

17. BUSINESS SERVICES

17.A. Adopt Resolution #18-19.23 declaring March 2019 National Nutrition Month.

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

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

17.B. Award contract #CT3573 to M.A. Stevens Construction for Bid 18-19-182 roof replacement at El Toyon and John Otis Schools.

Motion Passed: Following discussion, award contract #CT3573 to M.A. Stevens Construction for Bid 18-19-182 roof replacement at El Toyon and John Otis Schools. Passed with a motion by Ms. Maria Betancourt- Castañeda and a second by Mr. Brian Clapper.

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

17.C. Authorize the Assistant Superintendent of Business Services to advertise for work to be done for facility projects scheduled during June 2019 and continuing into the 2019-20 school year.

Motion Passed: Following discussion and correction of Bid#18-19-184 to Bid#18-19-189, authorize the Assistant Superintendent of Business Services to advertise for work to be done for facility projects scheduled during June 2019, and continuing into the 2019-20 school year. Passed with a motion by Ms. Maria Betancourt- Castañeda and a second by Mr. Brian Clapper.

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

17.D. Approve change order numbers 1-8 submitted by Leo's A-C Incorporated for the portable classroom refurbishment project.

Motion Passed: Following discussion and correction on financial impact from \$4,372 to \$36,425, approve change order numbers 1-8 submitted by Leo's A-C Incorporated for the portable classroom refurbishment project. Passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Maria Betancourt- Castañeda congratulated Central School students on the amazing presentation with a great message and encouraged them to present it at other schools. She congratulated the Volunteer of the Month and Mrs. Gonzalez for her special recognition. She thanked the schools who have participated in Read Across America and is looking forward to the rest of them.

Mr. Brian Clapper congratulated Central School students on their fantastic presentation. Congratulated the volunteer of the month and Mrs. Gonzalez on her special recognition. He spoke about the Elks club and the commitment they've had with our schools by donating dictionaries. He suggested they be recognized at the next Board Meeting.

Ms. Barbara Avalos congratulated the Central School students on their presentation. She congratulated the volunteer of the month and Ms. Gonzalez on her special recognition. She shared she participated in the Read Across America event at John Otis School and shared she

read a book called *She Persisted* by Chelsea Clinton. She thanked Ms. Meghann O'Connor for her presentation, and she shared she spoke about the Districts drills at the CSBA conference.

Dr. Leticia Hernandez shared she loved the Central student presentation and their message. She thanked Ms. Meghann O'Connor for her presentation and shared with her that the District staff also liked her presentation.

Mr. Chris Carson shared there are 2 projects for this summer that will be focused on Palmer Way and Olivewood parking. He also shared CNS and Olivewood Gardens are working together to develop a farm to plate program that will provide romaine lettuce to the student's salad bar. Everyone is excited to work together.

Dr. Sharmila Kraft Congratulated the Central School students on their commendable presentation. She thanked Dr. Brady for her presentation clarifying biliteracy in the District. She informed the Board regarding School Health Assistant needs.

Dr. Brady complimented the student video and suggested showcasing student videos within the District. She congratulated Ms. Maria Betancourt- Castañeda and Ms. Maria Dalla for receiving the support of the Governing Board for their Delegate bid.

Ms. Alma Sarmiento gave kudos to presenters, Dr. Brady, Mrs. Gonzalez, and the volunteer of the month. She congratulated the student presenters and mentioned she is looking forward for the next Read Across America events.

20. ADJOURNMENT

The meeting was adjourned at 9:01 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **12.B.I. Adopt Resolution #18-19.23 declaring the month of April 2019 as Public Schools Month and the week of April 15 through April 19, 2019, as Public Schools Week.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920.

The purpose of Public Schools Month is to encourage communities and schools to set aside one week during the month as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education. Masonic Lodges in each area, together with local school districts, select a week in April that is most convenient for their local observances of Public Schools Week.

Comments: The Southwest Masonic Lodge #283 will join National School District in observance of public education the week of April 15 through April 19, 2019. The Lodge will recognize four outstanding students, two sixth grade boys and two sixth grade girls, from each school for their good citizenship by hosting a dinner celebration in the month of April for the students, teachers, principals and parents. The dinner will kick off the Public Schools Week on April 12, 2019 at the Masonic Lodge, located at 12th Street and B Avenue, in National City. The Superintendent and the Governing Board are invited to attend.

Attachments:
Resolution #18-19.23

National School District

Resolution

#18-19.23

DECLARATION OF THE MONTH OF APRIL 2019 AS PUBLIC SCHOOLS MONTH AND THE WEEK OF APRIL 15 THROUGH APRIL 19, 2019 AS PUBLIC SCHOOLS WEEK

WHEREAS, it is recognized that the education provided by public schools is the foundation of our democracy; and

WHEREAS, public schools provide our young people with the educational cornerstone on which to build their dreams and hopes for the future; and

WHEREAS, public schools enable our young people to use these educational building blocks to expand their knowledge and abilities to become progressive participants in today's changing society; and

WHEREAS, the education of our young ones in our public schools has enriched our society as many have gone on to make advances in science, medicine, education, computer science and other technological fields, which have resulted in the good of mankind;

NOW, THEREFORE, in recognition of our public schools and the people who contribute to their enrichment--administrators, principals, teachers, instructional assistants, clerical staff and custodians--and the enrichment of our young people;

BE IT THEREFORE RESOLVED, that the Governing Board of the National School District designates the week of April 15 through April 19, 2019, as Public Schools Week and declares the Month of April 2019 as Public Schools Month.

Resolution #18-19.23
March 13, 2019
Page 2

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

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

None				
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Temporary Employment

1. Benjamin Wayne	Impact Teacher 4 hours per day Not to exceed 134 days per year Ira Harbison School	March 14, 2019 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Fund
2. Sasha Ybarra	Impact Teacher 4 hours per day Not to exceed 134 days per year Olivewood School	March 14, 2019 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Fund

Release of Temporary Employment

3. Benjamin Wayne	Impact Teacher	Release from temporary assignment on June 5, 2019		
4. Sasha Ybarra	Impact Teacher	Release from temporary assignment on June 5, 2019		

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
March 13, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
5. Jodie Astrop	Campus Student Supervisor 3 hours per day 210 days per year Lincoln Acres School	March 15, 2019	Range 8, Step 1	Site Fund
6. Alicia Del Razo	Campus Student Supervisor 3 hours per day 210 days per year Rancho de la Nación School	March 15, 2019	Range 8, Step 1	Site Fund
7. Cecilia Martinez Rivera	Instructional Assistant-Health Care 3.25 hours per day 210 days per year Central School	March 15, 2019	Range 18, Step 1	General Fund

Temporary Employment
Short-Term Employees-Maintenance

8. Veronica Alvarez	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
9. Eleazar Figueroa	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
10. Aiden Flanagan	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
11. Agustin Guzman	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
12. Trinidad Jimenez	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
13. Lorie Licudine	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
14. Gustavo Lopez	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
15. Lydia Marrion	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
16. Jose Romo	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations

17. Georgina Tovar	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
18. Jose-Alexandro Vazquez	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations
19. Isabel Vega	Maintenance and Operations	March 25, 2019 – April 5, 2019	Maintenance Utility Rate \$18.05 per hour	Maintenance and Operations

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 3/13/19			
Name	Position	Location	Effective Date
Beulah Aceves	Campus Student Supervisor	Central School	February 28, 2019
Bertha Barraza	Campus Student Supervisor	Lincoln Acres School	March 4, 2019
Amalia B. Hernandez	School Social Worker	District Office	June 5, 2019
Lori Tan	Teacher – Special Day Class	Las Palmas	June 5, 2019
Lilia Trevizo	School Psychologist	Ira Harbison School	June 5, 2019
Louisa Triandis	School Social Worker	District Office	June 5, 2019

Retirements 3/13/19			
Name	Position	Location	Effective Date
None			

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

Agenda Item: **12.D.I. Adopt Resolution #18-19.24 declaring the week of April 8 through April 12, 2019 as the “Week of the Young Child.”**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The “Week of the Young Child,” sponsored by the National Association for the Education of the Young Child, began in 1971. The purpose of the week is to impress upon the public the importance of the young child and his/her family, as well as the importance of, and the need for, quality early childhood education. In recognition of this, each year the Governing Board adopts a resolution honoring “The Week of the Young Child.”

Comments: Governing Board members, District administrators and interested community members are invited to visit one or all eight National School District Early Childhood Education sites during the week of April 8 through April 12, 2019.

Attachments:
Resolution #18-19.24

National School District

Resolution

#18-19.24

RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT TO RECOGNIZE THE "WEEK OF THE YOUNG CHILD"

WHEREAS, the Governing Board supports optimal development for each child, and

WHEREAS, the Governing Board supports the concept of providing opportunities for parents to increase their understanding and knowledge of child growth and development, and

WHEREAS, childhood is the time to develop interests, skills, and aptitudes which will last a lifetime, and

WHEREAS, the importance of early childhood education is properly and widely recognized.

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of National School District names and declares the week of April 8 through April 12, 2019, "The Week of the Young Child" in each of the schools under its supervision. The Governing Board, for its own part, commits itself to a partnership with parents in a continued dedication to early childhood education programs in National School District which are relevant to the needs of the children placed in its care and which will reach and positively influence each child consistent with his/her needs and capabilities.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Discussion regarding biliteracy in the National School District.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: On February 27, 2019, the Governing Board heard a presentation and report on the current state of biliteracy in the National School District. The purpose was to clarify current programs and to seek guidance from the Board in identifying next steps to strengthen biliteracy opportunities for students.

This discussion is intended as a follow-up to the report, and for the Board to provide staff with direction regarding next steps to strengthen existing programs and identify additional avenues to explore.

Comments: The National School District is committed to providing students with a world-class education that will enable them to thrive in a competitive, global society. One way to achieve this is by providing robust opportunities for biliteracy development.

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve individual services contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education for student #3702981 for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: On October 10, 2018 the National School District Board of Trustees amended the master contract #3509 with Premier Healthcare Services to reflect new rates for services. The original master contract #3509 was approved at the August 8, 2018 board meeting.

Premier Healthcare Services provides health services to students who is identified as a medically fragile student and whose needs exceed the capabilities of our contracted school nurses.

Student #3702981 medical needs require the level of care provided by Premier Healthcare Services.

Recommended Motion: Approve individual services contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education for student #3702981 for the 2018-2019 school year.

Financial Impact: Contract costs: Not to exceed \$7,800.00
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
LCFF Fund

Attachments:
CT3509

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

This agreement is effective on 3/11/19 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic Agency Premier Healthcare Services

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

Pupil Name [Redacted] [Redacted] Sex: M F Grade: 5
 (Last) (First) (M.I.)

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

DOB [Redacted] Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian [Redacted] Phone [Redacted] (_____) _____
 (Residence) (Business)

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

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)		X			38.00/hr		
Health and Nursing: Specialized Physical Health Care - RN (435)		X			50.00/hr		
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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

2018-2019

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

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ _____

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 3/13/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

Premier Healthcare Services
(Name of Nonpublic Agency)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

James Elkington - VP of Reimbursement Services
(Name and Title)

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

Agenda Item: **14.B. Approve individual services agreement #CT3578 with Aseltine School to provide an educational program for student #3713060 for the 2018-2019 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: On August 8, 2018 the National School District Board of Trustees approved master contract #CT3400 with Aseltine School for the 2018-2019 school.

Student #3713060 is in need of a program and services provided in a non-public school setting that is based on the significant needs of the student. Student is in need of a more targeted and intensive services, and placement is recommended by the IEP team at Aseltine School.

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

Recommended Motion: Approve individual services agreement #CT3578 with Aseltine School to provide an educational program for student #3713060 for the 2018-2019 school year.

Financial Impact: Contract costs: Not to exceed \$21,000.00
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
LCFF Fund

Attachments:
CT3578

**San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019**

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

This agreement is effective on 3/11/2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic School Aseltine School

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

Pupil Name [REDACTED] Sex: M F Grade: 4
(Last) (First) (M.I.)

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

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
30 during the extended school year

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

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$210.73
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 94 x Daily Rate \$210.73 = PROJECTED BASIC EDUCATION COSTS (A) \$19,808.62

B. RELATED SERVICES:

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

**San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019**

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

**San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019**

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

**San Diego County Nonpublic Master Contract
(For Use with Appendix A: Schools)
2018-2019**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent		X		As needed	\$30.00	As needed	
Bus Passes		X		As needed	\$36.00/Youth \$72.00/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 3/13/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

Asetline School
(Name of Nonpublic School)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

Florida May Padilla, Executive Director
(Name and Title)

Sharmila Kraft, Assistant Superintendent - Educational Services
(Name of Superintendent or Authorized Designee)

Agenda Item: **14.C. Amend Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of increased student health services.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: On January 10, 2018 the National School District Board of Trustees approved contract #CT3451 to provide student health services. This school year, 2018-19, there has been an increase of the number of students identified with chronic disorders at NSD elementary sites.

On October 10, 2018, the Board approved increased nursing support on a temporary basis while a deeper audit of existing needs could be completed. Results of the audit found that The National School District has seen a trend in increased medical needs with the students attending all school sites.

Results of the audit revealed that two (2) additional positions are needed to adequately address increased medical needs. Amending this contract allows the Rady Children's Hospital to hire two (2) additional school health assistants to adequately address increasing student medical needs.

Comments: The following represents several of the audit findings:

- The National School District has ten (10) elementary schools, of which six (6) have students requiring medical procedures on a daily basis.
- Seven (7) schools have students with seizures, and of those, five (5) require emergency seizure management medications to be kept at school.
- An increasing number of students are diabetic, requiring intensive monitoring and management.
- Site have as many as 37 students that require medical case management from our district nurses and school health assistant. Of this number, a minimum of three (3) students per school have medical services listed on their Individualized Education Program (IEP) or Section 504 plan.
- All ten (10) schools have students that require emergency medications, such as Epi-pens or inhalers, to be kept at school.

Additional cost for the two (2) additional School Health Assistant is \$67,987.92. The original contract cost in January 2018 was \$645,455.32. The new contract cost would be increased to \$713,443.24.

Recommended Motion: Amend Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of increased student health services.

Financial Impact: Increased Contract Costs - \$67,987.92
Additional Staffing Costs - \$0
Other Costs - \$0
Annual Cost
General Fund

Attachments:
CT3451

Proposal for Increasing School Health Assistant Staffing

The number of children attending our schools that have complex medical needs is increasing rapidly. Throughout San Diego County, there are more children able to attend school each year as new and improved modalities are developed to offer these students more opportunities to take part in public school instruction. As new treatments are developed, we need to provide medically trained staff at each site who are prepared and equipped to care for these students.

In the National School District, we have seen this trend as well. A single site has as many as 37 students that require medical case management from our district nurses and school health assistant. Of this number, a minimum of 3 students per school have a medical component to their 504 or IEP.

The National School District has 10 elementary schools, of which 6 have students requiring medical procedures on a daily basis. Seven schools have students with seizures, and of those, 5 require emergency seizure management medications to be kept at school. We are seeing more students that are diabetic, requiring intensive monitoring and management. All 10 schools have students that require emergency medications, such as Epi-pens or inhalers, to be kept at school.

When asked for feedback on the School Health Assistant program, the overwhelming response was a request for more presence by the Rady's team at each school site. While all sites reported being mostly satisfied with the services they receive, there was a much higher rating at sites that have 5 days per week coverage. Many schools felt it was challenging to have office staff cover the health office for a full shift due to the many ongoing needs for the students each day.

Furthermore, we are able to achieve more in schools that have a higher number of staffed days. During our recent CHDP report, our school that has a SHA only 2 days a week obtained a 48% return rate, while our 5 day per week schools scored as high as 100%. We are able to maintain a wider range of services than can be provided by a staffing agency, such as tracking immunizations through the county registry, running reports on school health requirements and providing bilingual staff. We also provide consistency in training and accountability from our staff.

If we are able to expand our team, we could continue to deliver the high level of care that has come to be expected from the partnership between Rady's and NSD. As the number of students requiring specialized services increases, we need to be prepared to meet those needs. On any given day throughout the school year, we may find ourselves registering a student who requires medical management at school that has not had that need before. It is my hope that by increasing the numbers of School Health Assistants in the district, we will be able to provide that care no matter when and where it is needed.

**National School District
Projected Cost for School Health Assistant**

School Coverage: 7.5 hours x 39 weeks

*Annual cost includes paid leave

Hourly Range \$14.00 - \$19.08

	Hourly Wage	Weekly Hours	Salary Total	Benefits 30%	Subtotal	Admin Fee 5%	Total Amount	
School Health Assistant	\$ 16.00	37.50	\$ 600.00	\$ 180.00	\$ 780.00	\$ 39.00	\$ 819.00	

	Hourly Rate	Annual Hours	Salary Total	Benefits 30%	Subtotal	Admin Fee 5%	Total Amount	*Cost per Day
Annual Cost for SHA	\$ 16.00	1,556.50	\$ 24,904.00	\$ 7,471.20	\$ 32,375.20	\$ 1,618.76	\$ 33,993.96	\$ 174.33

Total Cost for 2 Additional 5 days per week SHA

\$ 67,987.92

AGREEMENT BETWEEN
NATIONAL SCHOOL DISTRICT AND
RADY CHILDREN'S HOSPITAL - SAN DIEGO
FOR THE PROVISION OF STUDENT HEALTH SERVICES

This AGREEMENT is made and entered into by and between National School District, located in National City, San Diego (“District”), and Rady Children's Hospital - San Diego, a not-for-profit corporation, located at 3020 Children's Way, San Diego, California 92123 (“Rady Children’s”), covering Rady Children’s provision of student health services to the District.

WHEREAS, the District has a need for a student health team, including a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants to provide student health services in the District’s pre-school and elementary schools; and

WHEREAS, Rady Children’s employs a health team, including a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants, experienced in the field of pediatric care in a school setting; and

WHEREAS, Rady Children’s is willing to provide student health services to the District, as set forth in detail below, and the District desires to obtain these same services;

THEREFORE, it is agreed:

1. RESPONSIBILITIES OF RADY CHILDREN'S

1.1 Assign Student Health Team: Rady Children’s shall assign a student health team to the District which shall include a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants (a projected total of 5 to 7 School Health Assistants based on District needs), all of whom shall be experienced in the field of pediatric health care. The members of the student health team to be assigned by Rady Children’s, and the specific services that they will provide to the District, are identified in Exhibit A to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

1.2 The specific work schedule of each health team member shall be determined by the District in consultation with Rady Children’s based on District needs.

1.3 Rady Children’s shall invoice the District on a monthly basis for the assigned health team staff members’ actual salaries, benefits and malpractice insurance expenses resulting from the provision of services under this Agreement, and shall invoice the District on an annual basis for an administrative fee equal to 5% of the total annual cost of such salaries, benefits and malpractice insurance.

1.4 With input from the District, Rady Children’s shall annually evaluate each assigned health team staff member’s work performance.

1.5 The Registered Nurses assigned by Rady Children's must be professionally licensed as a Registered Nurse (RN) in the State of California during the term of this Agreement. The Nurse Practitioner assigned by Rady Children's must be professionally licensed as a Nurse Practitioner in the State of California during the term of this Agreement. The Credentialed School Nurse assigned by Rady Children's must be professionally licensed as a Registered Nurse (RN) in the State of California and must also hold a valid School Nurse Services Credential issued by the Commission on Teacher Credentialing during the term of this Agreement. All licenses and credentials must be active, current, and in good standing with the associated licensing board during the term of this Agreement. All student health team staff assigned by Rady Children's must be certified in CPR and have the necessary skills for performing CPR as needed during the term of this Agreement. All student health team staff assigned by Rady Children's must possess current BLS certification. Rady Children's shall verify that members of the student health team possess the required licenses, credentials and certifications before assignment to the District.

1.6 All student health team staff are required to be fingerprinted for the purpose of conducting a criminal record background check via electronic fingerprinting ("Live Scan") through the California Department of Justice prior to assignment by Rady Children's. The cost of fingerprinting is the sole responsibility of Rady Children's. Fingerprints must be cleared by the California Department of Justice before any health team member provides services to Student under this Agreement. Results must be verified by Rady Children's and the District.

1.7 All health team members must have a negative tuberculosis (TB) skin test or negative chest x-ray (CXR) prior to providing services under this Agreement. TB skin test or CXR must have been completed within the last four years.

2. RESPONSIBILITIES OF NATIONAL

2.1 The District shall ensure that the health team receives appropriate information to perform the services set forth in this Agreement.

2.2 The District shall provide access to school facilities as necessary for the school health team to perform the services set forth in this Agreement.

2.3 The District shall review, consult with Rady Children's and approve the health team's specific work schedules.

2.4 The District shall provide adequate office space, office furniture, office equipment and locking file cabinets for use by the health team.

2.5 The District shall compensate Rady Children's for services provided under this Agreement as set forth below in "Compensation" and in Exhibit B to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

2.6 The District shall communicate with Rady Children's personnel regularly to ensure timely feedback regarding health team staff work performance.

2.7 In consultation with Rady Children's, the District shall provide input on each health team member's performance evaluation.

2.8 The District shall designate personnel to consult with Rady Children's in regard to performance of services under this Agreement.

2.9 District shall provide training at least annually for the School Health Team staff to cover new school health related legal mandates, mandated reporting requirements and any changes or updates in the Education Code related to school health initiatives. Such training shall be provided on-site at the District and/or at designated school site work locations.

3. COMPENSATION

3.1 For services provided by Rady Children's under this Agreement, the District shall pay to Rady Children's the actual salaries, benefits and malpractice expense for each health team member assigned to the District, plus an annual administrative fee equal to 5% of the total annual cost of salaries, benefits and malpractice insurance for team members (the "total projected annual cost"), as set forth in Exhibit B to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

3.3 The parties agree and acknowledge that the total projected annual cost, as set forth in Exhibit B to this Agreement, of salaries, benefits, malpractice insurance and the 5% administrative fee, may fluctuate depending on the number of health team members assigned to the District and the number of hours actually worked by each member of the health team to provide services under this Agreement. The total projected annual cost shall be approved by the District prior to each year of the term of this Agreement. A written amendment to this Agreement shall be executed if changes in the number of health team members and/or hours actually worked by health team members results in an increase of more than 10% of the "total projected annual cost" as set forth in Exhibit B to this Agreement (including the total annual cost of salaries, benefits, malpractice insurance and a 5% administrative fee).

3.2 Rady Children's shall provide the District with detailed monthly invoices setting forth the number of hours worked by each health team member and their hourly pay rate, the cost of benefits for each team member, and the malpractice insurance cost. All invoices received by District shall be paid within 30 days of receipt of such invoice.

4. EMPLOYMENT OF STUDENT HEALTH TEAM

4.1 Student health team members are employees of Rady Children's and not the District.

4.2 Rady Children's shall provide workers' compensation insurance coverage for student health team members during the term of this Agreement which shall cover any work-related injury or illness related to his/her activities on District property.

4.3 Rady Children's shall supervise student health team members and the provision of services under this Agreement.

4.4 The District shall cooperate with Rady Children's in its supervision of student health team members.

4.5 Student health team members will be monitored by the District's Director of Student Support Services and the site Administrator at each District work-site. Student health team members are expected to follow the direction of the District's Director of Student Support Services and the site Administrators at each District work-site.

4.6 The District shall report to Rady Children's if it determines the services performed by the student health team are not satisfactory. Such a report may result in the District terminating this Agreement pursuant to Paragraph 6 of this Agreement.

5. INSURANCE

5.1 The parties at their sole cost and expense shall maintain the following insurance coverage in effect during the term of this Agreement:

- Comprehensive or Commercial General Liability insurance with contractual liability included with a minimum combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- Workers' Compensation and Employer Liability Insurance covering liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

5.2 Rady Children's shall also maintain at its sole cost and expense the following additional insurance coverage during the term of this Agreement:

- Professional Medical and Hospital Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate for the health team, which may include a Nurse Practitioner, a Registered Nurse, a Credentialed School Nurse and School Health Assistants.
- Business Automobile Liability Insurance for owned, non-owned, or hired automobiles, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

5.3 It is expressly understood that the insurance coverage required under these provisions in Section 5 shall not in any way limit the liability of the parties or limit the parties' obligations under this Agreement.

5.4 The Parties acknowledge that the District is permissibly self-insured under California law.

5.5 The insurance coverage referred to herein and maintained by Rady Children's shall be endorsed to include the District as an additionally named insured. The insurance coverage referred to herein and maintained by District shall be endorsed to include Rady Children's as an additionally named insured. Both parties, upon execution of this Agreement, shall furnish the other party with Certificates of Insurance. Certificates shall provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the above insurance coverage.

6. TERMINATION

6.1 Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately. Upon termination, District shall compensate Rady Children's, in accordance with the terms of this Agreement, for all services provided by Rady Children's prior to termination of the agreement.

6.2 Termination for Material Breach. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by given written notice of termination to the breaching party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the breaching party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated.

7. INDEMNIFICATION

7.1 The District agrees to indemnify, defend, and hold harmless Rady Children's, its officers, agents and employees against any claim, liability, loss, injury, damage or expense (including reasonable attorneys' fees) imposed on Rady Children's arising out of the District's performance on this Agreement, except for liability resulting from the negligent, intentional or willful misconduct of Rady Children's, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless Rady Children's under this Agreement, the District shall reimburse Rady Children's for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The District shall seek Rady Children's approval of any settlement that could adversely affect Rady Children's, its officers, agents or employees.

7.2 Rady Children's agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any claim, liability, loss, injury, damage or expense (including reasonable attorneys' fees) imposed on the District arising out of Rady Children's performance on this Agreement, except for liability resulting from the negligent, intentional or willful misconduct of District, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the District under this Agreement, Rady Children's shall reimburse the District for all costs, attorney's fees, expenses and liabilities associated with any resulting legal

action. Rady Children's shall seek the District's approval of any settlement that could adversely affect the District, its officers, agents or employees.

8. CONFIDENTIALITY

8.1 All student record information, student health information, employee information and other data and information relating to the District's operations, which are designated as confidential and made available in order to carry out this Agreement, shall be protected by Rady Children's from unauthorized use and disclosure.

8.2 Rady Children's agrees to maintain the confidentiality of District student records and student health information in accordance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d et seq.), and California Education Code § 49073 et seq.

8.3 Rady Children's shall use the same standard of care to protect the confidentiality of District student records and student health information as it uses to protect its own confidential information of a similar nature.

8.4 In the event that there is a breach in the confidentiality of District student records, student health information and/or confidential student data, Rady Children's will immediately notify the District of the extent of the breach, will take all reasonable actions to mitigate the effects of any such breach, and will take all action to prevent any similar reoccurrence in the future.

8.5 Rady Children's shall not be required to keep confidential any data or information already rightfully in Rady Children's possession that is independently developed by Rady Children's outside the scope of this Agreement or is rightfully obtained from third parties.

8.6 The District will not disclose any confidential information of Rady Children's except as required by law.

9. COOPERATION IN DISPOSITION OF CLAIMS

Rady Children's and the District agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement or in the operation of the program. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. Rady Children's and the District agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, Rady Children's and the District shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either Rady Children's or the District to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the

California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

10. TERM OF AGREEMENT

The term of this Agreement shall be for a period from January 11, 2017, until June 30, 2020. Any extension of this Agreement shall be in writing, signed by both parties, and is subject to ratification by the District's Governing Board.

11. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that Rady Children's and its health team staff members assigned to the District are at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of the District. In no event shall Rady Children's employees, including members of the health team assigned to the District under this Agreement, be covered by the District's workers' compensation insurance coverage, unemployment benefits or any health or other fringe benefits provided to employees of the District.

12. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Rady Children's and the District agree to amend this Agreement if such amendment is required by applicable law and does not materially affect the terms of the Agreement.

13. BINDING ARBITRATION

In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties shall first attempt in good faith to resolve the dispute mutually between themselves. If unable to do so within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules. The arbitrator shall present a written decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other

than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with the provisions of this paragraph.

14. GOVERNING LAW

This Agreement shall be governed in all respects by the law of the State of California.

15. ASSIGNMENT

Neither Rady Children's nor the District shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without written consent of the other.

16. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

17. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

18. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

19. METHOD OF NOTIFICATION

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified, return receipt requested, and addressed as follows:

TO NATIONAL:

Dr. Leighangela Brady
Superintendent
National School District
1500 N. Avenue
National City, CA 91950

TO RADY CHILDREN'S HOSPITAL - SAN DIEGO:

Senior Vice President, Chief Operating Officer
c/o Government Affairs and School Health Department
3020 Children's Way, MC 5090
San Diego, CA 92123

RADY CHILDREN'S HOSPITAL -
SAN DIEGO

DR. LEIGHANGELA BRADY
NATIONAL SCHOOL DISTRICT

CHRISTOPHER CARSON
ASSISTANT SUPERINTENDENT,
BUSINESS SERVICES

DATE

DATE

DATE

Approved by the District Governing Board on: _____

EXHIBIT A

1. The Health Team to be Assigned by Rady Children's and the Specific Services to be Provided Under this Agreement are as Follows:

A. Nurse Practitioner:

Rady Children's shall assign one Nurse Practitioner to the District, to perform services on-site at the District, its elementary schools and its preschool for a total of 12 hours per week x 52 weeks.

The parties may mutually agree in writing to adjust the number of hours per week but the total number of hours per week shall not exceed 12 hours per week. The Nurse Practitioner's specific work schedule shall be determined based on the District's needs.

The Nurse Practitioner shall have at least 3 years of experience in pediatric nursing.

The Nurse Practitioner shall provide the following services:

- Assign additional health team staff to the District, including a Credentialed School Nurses, two Registered Nurse Practitioners and School Health Assistants.
- Provide orientation to health team staff.
- Provide oversight of the health team in conjunction with each school site administrator who shall be responsible for directly supervising health team members on site.
- Prepare the work schedules for the health team based on District needs.
- Process each health team member's time and attendance records and payroll.
- Provide invoices to the District that include hours worked by each health team member for the health services provided under this Agreement.
- Consult with the District and the site administrators regarding the services provided under this Agreement.
- Work collaboratively with other agencies to organize health screening pursuant to established guidelines.
- Oversees and participates in health office audits.

B. Credentialed School Nurse:

Rady Children's shall assign one Credentialed School Nurses to the District, to perform services at sites designated by the District. The Credentialed School Nurses shall have at least 3 years of experience as a Credentialed School Nurse.

The Credentialed School Nurse shall be assigned to the District's elementary and pre-schools for up to a total of 40 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The parties may mutually agree in writing to adjust the number of hours per week, and weeks per year.

The Credentialed School Nurses shall provide the following services:

- Work with site administrators, the preschool director and other appropriate staff to accurately identify required medical information for students in the elementary and preschool programs at the beginning and throughout the school year, identify and document missing medical information, and communicate this to the site supervisors, program director and parents in a timely manner.
- Works collaboratively with preschool and school staff and parents to identify medical issues that require case management and provide timely education for staff to ensure appropriate medical management of students in a school setting.
- Support Nurse Practitioner to work collaboratively with other agencies to organize health screening pursuant to established guidelines.
- Provide accurate documentation for all health care services provided to students and enters health and medical data into the District's computer tracking system in a timely manner.
- Work collaboratively with parents and school staff to identify a "health home" and "dental home" for each student.
- Follow District guidelines in providing ongoing health assessments, medical triage, appropriate interventions and medical referrals for students.
- Supports Nurse Practitioner in orientation to Student Health Assistants.
- Supports in oversight of health offices.
- Provide input regarding the work schedules for the health team based on District needs.
- Order supplies for the District health office
- Supervise student immunization programs.
- Oversee student immunization recordkeeping and follow up to ensure students have required immunizations.
- Participate in health office audits.
- Assist with coordination of and participate in the District's Vision and Hearing Screening Program.
- Oversee and coordinate the One Sight program.
- Provide prevention and education services:
 - Identification of students in need of health care assistance;
 - Referrals to the appropriate school and community resources; and
 - Support for healthy lifestyle choices.

C. Registered Nurse:

Rady Children's shall assign two Registered Nurses to the District, to perform services at sites designated by the District. The Registered Nurses shall have at least 3 years of pediatric nursing experience.

One Registered Nurse shall be assigned to the District's elementary schools for a total of 40 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The second Registered Nurse shall be assigned to the District's pre-school for a total of 24-32 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The parties may mutually agree in writing to adjust the number of hours per week, and weeks per year.

The Registered Nurses shall provide the following services:

- Work with site administrators, the preschool director and other appropriate staff to accurately identify required medical information for elementary and preschool students including health information, immunization records, and other appropriate health data at the beginning and throughout the school year, identify and document missing medical information, and communicate this to the site supervisors, program director and parents in a timely manner.
- Works collaboratively with preschool and school staff and parents to identify medical issues that require case management and provide timely education for staff to ensure appropriate medical management of students in a school setting.
- Work collaboratively with other agencies to organize health screenings pursuant to established guidelines and/or provides health screenings for students.
- Provide accurate documentation for all health care services provided to students and enters health and medical data into the District's computer tracking system in a timely manner.
- Work collaboratively with parents and school staff to identify a "health home" and "dental home" for each student.
- Follow District guidelines in providing ongoing health assessments, medical triage, appropriate interventions and medical referrals for students.
- Supports Nurse Practitioner in orientation to Student Health Assistants.
- Supports in oversight of health offices.
- Provide input regarding the work schedules for the health team based on District needs.
- Order supplies for the District health office.
- Supervise student immunization programs.
- Oversee student immunization recordkeeping and follow up to ensure students have required immunizations.
- Helps facilitate and participates in health office audits.
- Helps facilitate District's Vision and Hearing Screening
- Oversee and coordinate the One Sight program.
- Provide prevention and education services:
 - Identification of students in need of health care assistance;
 - Referrals to the appropriate school and community resources; and
 - Support for healthy lifestyle choices.

D. School Health Assistants:

Rady Children's shall assign up to seven School Health Assistants to the District, who have at least 3 years of pediatric health assistant experience, to perform services at District school sites as follows:

1) Assigned School Health Assistants shall perform services at elementary school sites for a total of up to 36 hours per week/40 weeks per school year per each School Health Assistant.

2) One School Health Assistant shall perform services at the District's pre-school site for a total of 40 hours per week/47 weeks per school year.

The specific work schedules shall be determined based on the District's needs. The parties may mutually agree in writing to adjust the number of School Health Assistants assigned to the District and the number of hours per week, and weeks per year worked by each School Health Assistant.

The School Health Assistants shall provide the following services:

- Gathers and manages required medical information for students including health information, immunization records, and other appropriate health data. Collaborates with the School Nurse and/or Registered Nurse to identify and obtain missing medical information. Provides and/or enters appropriate health information into databases in a timely manner.
- Maintains health condition log, classroom health binders, Individual Health Summary, classroom first aid kits, and other health related items as identified by site administrators and the Preschool Director.
- Completes grant reports, immunization reports, and other appropriate reports.
- Follows hospital and district policies and guidelines in providing ongoing health and injury assessments, medical triage, and basic first aid care for students. Consults with the School Nurse, Registered Nurse and/or supervisor as appropriate.
- In collaboration with the School Nurse and/or Registered Nurse, and in compliance with state law, identifies students that receive medication in the school setting, and develops and maintains medication logs for students as appropriate. Assists with appropriate training of school staff in dispensing medication.
- Provides assistance to School Nurses in communicating with families and providers to obtain health information needed for school requirements, case management, medication management at school, and to promote wellness and attendance for students.
- Provides height, weight, and BMI for 5th grade students in a timely manner. Enters data into data systems in a timely manner. May provide assistance to the School Nurses with other health screenings as determined by site supervisors and the Preschool Director.
- Assess student health issues
- Monitor and assess students who are not feeling well
- Communicate with parents/guardians about students who are ill/injured
- Conduct wellness checks of students with truancy issues
- Input immunization records

- Provide nursing care for children and other delegated tasks in the health offices of the District's schools.
- Provide health assistance, treatment and case management plans for students in the school setting.
- Assist with student health screening and testing in compliance with the rules and regulations of the school district.
- Participate in providing appropriate health education to students, their families, community members and school staff.
- Participate in health-related activities provided by the National School District.
- Assist in identifying the health needs of the District's students and their families and participate as appropriate in the collaboration of the health team to meet these needs.
- Provides medical procedures for students in school settings. Will receive appropriate training and supervision for medical procedures by district RN and/or district School Nurse.

EXHIBIT B

TOTAL PROJECTED ANNUAL COST

The District Shall Compensate Rady Children's for Services Provided Under this Agreement as Follows:

A. Fluctuations in Costs

As set forth in section 3.3 of this Agreement, the parties agree and acknowledge that the total projected annual cost, as set forth below, of salaries, benefits, malpractice insurance and the 5% administrative fee, may fluctuate depending on the number of health team members assigned to the District and the number of hours actually worked by each member of the health team to provide services under this Agreement.

The total projected annual cost shall be approved by the District prior to each year of the term of this Agreement.

A written amendment to this Agreement shall be executed if changes in the number of health team members and/or hours actually worked by health team members results in an increase of more than 10% of the "total projected annual cost" as set forth herein in Exhibit B to this Agreement.

B. Salaries

The actual salary of each health team member shall be calculated based on the hourly pay rate multiplied by the total number of hours worked at the District as follows:

- Medical Director
\$2,500.00
- Nurse Practitioner
 $\$61.05 \times 12 \text{ hours/week} \times 52 \text{ weeks} = \$42,918.15 \text{ per year}$
- Credentialed School Nurse
 $\$47.50 \times 40 \text{ hours/week} \times 42 \text{ weeks/year} = \$86,877.50 \text{ per year}$
- 2 x Registered Nurses
 $\$33.34 \times 40 \text{ hours/week} \times 42 \text{ weeks/year} = \$63,112.62 \text{ per year}$
 $\$33.34 \times 28 \text{ hours/week} \times 42 \text{ weeks/year} = \$44,175.50 \text{ per year}$
- 8 x School Health Assistants ("SHA") – the total number of SHA's assigned to the District may be reduced based on District needs x 1 SHA at the preschool.
 $\$16.37 - \$19.65 \times 36 \text{ hours/week} \times 40 \text{ weeks/year} = \$25,651.79 \text{ to } \$31,891.95 \text{ per year} \times 8 \text{ SHA} = \$237,185.70 \text{ (hourly wages vary by employee)}$

Total Projected Annual Cost of Salaries: \$476,769.47

C. Benefits:

The actual cost of benefits for each health team member shall be calculated based on a percentage of their total compensation paid under this Agreement as follows:

- Nurse Practitioner
30% of total compensation of \$42,918.15 per year = \$12,875.45 per year
- Credentialed School Nurses
30% of total compensation of \$86,877.50 per year = \$26,063.25 per year
- 2 x Registered Nurses
30% of total compensation of \$63,112.62 per year = \$18,933.79 per year

20% of total compensation of \$44,175.50 per year = \$8,835.10 per year
- 7 x School Health Assistants - the total number of SHA's assigned to the District may be reduced based on District needs x 1 SHA at the preschool.

30% of total compensation of \$237,185.70 per year = \$71,155.71 per year

Total Projected Annual Cost of Benefits: \$137,863.40

D. Malpractice Insurance Cost:

- Nurse Practitioner
\$408 per year
- Credentialed School Nurse
\$89 per year
- Registered Nurse
\$89 per year x 2 = \$178
- School Health Assistants
\$47 per year x 8 SHA = \$329

Total Projected Annual Cost of Malpractice Insurance: \$1098

E. Total Projected Annual Costs

Total Projected Annual Cost of Salaries, Benefits and Malpractice Insurance = \$615,730.77

Projected 5% Annual Administrative Fee = \$29,724.55

Total Projected Annual Cost: \$645,455.32*

*** Approximately \$40,000 accounts for SHA hours paid for by individual school budgets.**

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2019-2020 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: This is the second year of the current three-year Agreement between the National School District and National City Teachers Association (NCETA).

Recommended Motion: Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2019-2020 school year.

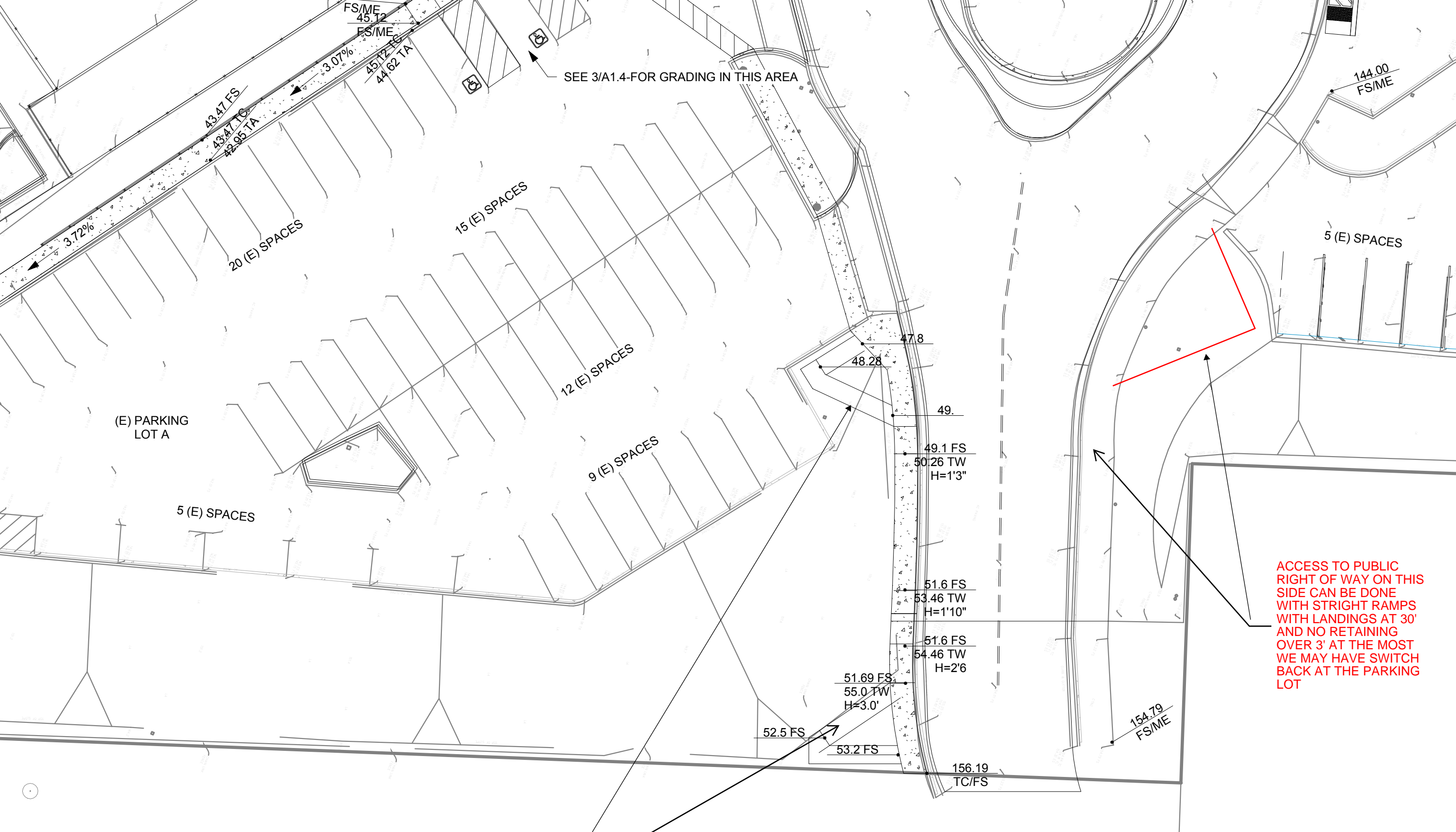
Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Discussion on Palmer Way School Parking Lot architectural drawings.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Comments: The National School District sought community and school site input on the Parking Lot project at Palmer Way School. One of the requests from the school community was to add a sidewalk on the south side of the entrance in to the school campus. The purpose of this discussion is to seek Governing Board input on this portion of the project.

Attachments:
Map



AT LEAST 2 SWITCH BACKS RAMPS WITH STRUCTURAL RETAINING WALLS. THE REST OF THE WALK WILL BE STRIGHT RAMPS WITH LANDINGS AT 30' THIS WILL REQUIRE FULL DSA SUBMITTAL. WILL NOT WORK WELL FOR POT

OVERALL GRADING PLAN 1

1" = 20'-0"

Agenda Item: **16.B. Award Contract #CT3575 to Chavez and Associates for Inspector of Record Services.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Chavez and Associates will provide Inspector of Record Services for the National School District on the Olivewood (bid #18-19-183) and Palmer Way (bid #18-19-184) Schools Parking Lot projects. The Inspector of Record will ensure that the construction work performed matches the architectural drawings and plans approved by the Division of State Architecture.

Comments: Request for Qualifications (RFQ #14-15-150N) for Inspector of Record Services was issued in 2015. After the Statements of Qualifications were received, they reviewed for responsiveness and interviews were conducted with six firms. Chavez and Associates was one of the two firms that were selected by the subsequent interview committee to provide these services.

Recommended Motion: Award Contract #CT3575 to Chavez and Associates for Inspector of Record Services.

Financial Impact: Contract Costs: Not to exceed \$13,500.00
Bond Funds

Attachments:
CT3575

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

Contract No. _____

National School District Independent Contractor Agreement

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

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

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

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

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

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

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **16.C. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2019 (see Exhibit B).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

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

(See Exhibit B)

FUND BALANCE RESERVES

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

NEGOTIATIONS

Settled with the Classified School Employees Association (CSEA).

Settled with the National City Elementary Teachers Association (NCETA).

CASH POSITION

The cash flow analysis indicates positive cash balances projected through June 2019.

MULTIYEAR PROJECTIONS FOR 2018-19, 2019-20, and 2020-21

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

Recommended Motion: Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2019.

Attachments:
Exhibit B

Agenda Item:

16.D. Accept Gifts.

Speaker:

Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$150.00 from National City Elementary Teachers Association to El Toyon School for sixth grade camp.
2. \$30.81 from Sticker Rise to Olivewood School for any school needs.
3. \$2,160.00 from Foundation for International Understanding to Olivewood School for sixth grade camp.
4. \$147.60 from Box Tops for Education to Palmer Way School for the library.
5. \$1,000.00 from Palmer Way PTA to Palmer Way School for field trip transportation.
6. \$300.00 from Candy Morales Navarro to National School District for sixth grade camp.
7. \$170.00 from California Mathematics Council to Kimball School for Family Math Night.

Quick Summary /
Abstract:

- The National City Elementary Teachers Association strives to improve the academic achievement of students in U.S. public schools, engage students in critical thinking, and provide educational experiences for students.
- Sticker Rise, LLC is a local community partner who supports youth.
- The Foundation for International Understanding is a nonprofit organization based on the campus of the University of Washington and focused on promoting international understanding and community for international and low-income at risk students.
- Box Tops for Education is one of the nation's largest school fundraising loyalty programs.
- Palmer Way School's PTA works throughout the year to support various programs at Palmer Way School and National School District.
- Candy Morales Navarro is a community member with an interest in supporting school activities.
- California Mathematics Council provides financial support for qualified student activities in order to promote student involvement and interest in the field of mathematics.

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:

17. BOARD WORKSHOP

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**