



Governing Board Agenda

August 7, 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 listen to the recording.

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

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, August 7, 2019

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Alma Sarmiento,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the 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.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION – 4:00 P.M.

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Three Cases
Case No.37-2019-00013577-CU-OE-CTL
OAH Case No.2019030777
OAH Case No.2019031140

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Three cases

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Recognize Rick Miller, Lead Groundskeeper, Maintenance & Operations Department, as National School District Employee of the Month for August 2019.

David Castillo,
Director, Maintenance,
Operations & Facilities
& Maria Dalla,
Board Member

9.B. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
Barbara Avalos,
Board Member

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. Accept agenda.

Leighangela Brady,
Superintendent

12. APPROVE 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 July 10, 2019.

Leighangela Brady,
Superintendent

12.B. Administration

12.B.I. Adopt Resolution #19-20.03 in recognition and appreciation of the cultural, ethnic and linguistic diversity in the National School District for the 2019-2020 school year.

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. Pre-approval to hire temporary employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services - None

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.E. Business Services - None

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Approve out of state travel for Maria Betancourt-Castañeda and Maria Dalla to attend the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on School Governance in Chicago, Illinois on September 27-28, 2019.

Leighangela Brady,
Superintendent

13.B. Accept Quarterly Reports to the San Diego County Office of Education on Williams Complaints.

Leighangela Brady,
Superintendent

13.C. Discuss and nominate California School Boards Association (CSBA) Board Member of the Year.

Barbara Avalos,
Board Clerk

14. EDUCATIONAL SERVICES

14.A. Conduct public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Adopt Resolution #19-20.04 determining the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year, and approve the District adopted materials list.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.C. Amend contract #CT3045 with YMCA of San Diego County (REACH) for After School Education and Safety Program services for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.D. Amend Individual Service Agreement #CT3634 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3709915.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.E. Amend Individual Service Agreement #CT3635 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3713060.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.F. Amend Individual Service Agreement #CT3641 with San Diego Center for Children Academy to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3706533.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.G. Approve consultant contract #CT3642 with San Diego County Office of Education (SDCOE) for "librarian of record" services.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.H. Approve contract #CT3643 with Catalina Maynard for professional development and consultation on visual and performing arts for National School District.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.I. Approve contract #CT3648 with Rady Children's Hospital for vision and hearing school screenings for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
15. HUMAN RESOURCES - None	Leticia Hernandez, Assistant Superintendent, Human Resources
16. BUSINESS SERVICES	
16.A. Award contract #CT3651 for Bid #18-19-193 Fresh Fruit and Vegetables to Diamond Jack Enterprises.	Christopher Carson, Assistant Superintendent, Business Services
16.B. 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 – 4:00 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Three Cases
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Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: Leticia Hernandez
Employee organizations: National City Elementary Teachers Association

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize Rick Miller, Lead Groundskeeper, Maintenance & Operations Department, as National School District Employee of the Month for August 2019.**

Speaker: David Castillo, Director, Maintenance, Operations & Facilities & Maria Dalla, Board Member

Quick Summary / Abstract: Maintenance & Operations Department would like to recognize Rick Miller, Lead Groundskeeper, Maintenance & Operations Department, as the Classified Employee of the Month.

Comments: Mr. Miller has been working with the Maintenance & Operations Department for twenty-two years as the Lead Groundskeeper. The following are some ways that exemplify his outstanding practice and the core values of the National School District.

Children First:

Although Mr. Miller does not work directly with students, his top priority is to always protect the health and welfare for them. Mr. Miller takes great pride in his work and his main priority is ensuring that the environment is the best for the staff and students.

Whatever it Takes:

Mr. Miller went above and beyond during the summer break. Mr. Miller worked endlessly to rejuvenate the fields and oversee all the lawns throughout the District. Mr. Miller took charge of making sure that the garden projects at Las Palmas and John Otis Schools were completed. He worked diligently with the crew to ensure that the work was done in a timely manner.

Relationships Matter:

His leadership has been invaluable; he has demonstrated valuable guidance and knowledgeable support by leading the grounds crew; and ensuring the work was done exceptionally. He is one that others can count on whenever help is needed for any type of job. He is a team player and always brings positive energy to others.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Barbara Avalos, Board Member

Quick Summary / Abstract: The employees on the attached list were approved at the July 10, 2019 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 8/7/19		
Name	Position	Location
1. Marylou Chavez	Classroom Teacher	Ira Harbison School
2. Alexander Maceda	Custodian-Day	Las Palmas School
3. Elizabeth Prentice	Classroom Teacher	Central School
4. Genelli Vital	Teacher of Special Day Class	Olivewood School
5. Briana Willis	Resource Specialist Program Teacher	Lincoln Acres School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Accept agenda

Agenda Item: **12. APPROVE 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 July 10, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 07/10/19

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

July 10, 2019

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

Attendance Taken at 6:03 PM:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION- 3:30 p.m.

Closed session was held from 3:30 p.m. to 5:50 p.m.

President Alma Sarmiento announced that, in closed session, the Board finalized the Superintendent's evaluation.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Alma Sarmiento called the meeting to order at 6:02 p.m.

7. PLEDGE OF ALLEGIANCE

Board President, Alma Sarmiento led the Pledge of Allegiance.

8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Ocean Connectors.

Ms. Frances Kinney, Executive Director, Ocean Connectors gave a presentation summarizing the 2018-2019 school year activities and accomplishments with National School District students.

9.B. Introduce and welcome the new employees.

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

Board Clerk, Ms. Barbara Avalos presented each new employee with a District pin.

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Approve agenda.

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

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

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Consent calendar passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

12.A. Minutes

12.B. Administration

12.C. Human Resources

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

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

12.D. Educational Services

12.E. Business Services

12.E.I. Adopt Resolution #19-20.02 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).

13. GENERAL FUNCTIONS

None

14. EDUCATIONAL SERVICES

14.A. Presentation for the Governing Board for the 2019-2020 Educational Services curriculum and instruction plan.

Dr. Kraft shared a presentation with the Governing Board on how various curriculum and instruction components will integrate and shape the Educational Services plan for 2019-2020.

14.B. Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for Data Sharing Services.

Motion Passed: Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

14.C. Approve the purchase of digital subscription for American Reading SchoolPace (eIRLA) for all National School District sites.

Motion Passed: Purchase of Digital subscription for American Reading SchoolPace (eIRLA) passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Betancourt-Castañeda.

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

14.D. Approve contract #CT3640 with Amplified IT to perform a G Suite Domain Audit for National School District.

Motion Passed: Contract #CT3640 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

14.E. Approve Licensing Agreement #CT3638 with Document Tracking Services (DTS) for the 2019-2020 school year.

Motion Passed: Licensing Agreement #CT3638 passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

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

14.F. Adopt Resolution #19-20.01 certifying the approval of the National School District Governing Board to enter into contract (CSPP-9460) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.

Motion Passed: Adoption of Resolution #19-20.01 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

14.G. Approve Non-Public School Master contract #CT3636 with Aseltine School to provide an educational program for special education students for the 2019-2020 school year.

Motion Passed: Non-Public School Master contract #CT3636 passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

14.H. Approve Individual Service Agreement #CT3634 with Aseltine School to provide an educational program for student #3709915 for the 2019-2020 school year.

Motion Passed: Individual Service Agreement #CT3634 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

14.I. Approve Individual Service Agreement #CT3635 with Aseltine School to provide an educational program for student #3713060 for the 2019-2020 school year.

Motion Passed: Individual Service Agreement #CT3635 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

14.J. Ratify Individual Service Agreement #CT3639 with Aseltine School to provide an educational program for student #3711706 for the Extended School Year 2018-2019 and 2019-2020 school year.

Motion Passed: Ratification of Individual Service Agreement #CT3639 passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Betancourt-Castañeda.

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

14.K. Approve Non-Public School Master contract #CT3637 with San Diego Center for Children Academy to provide an educational program for special education students for the 2019-2020 school year.

Motion Passed: Non-Public School Master contract #CT3637 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

14.L. Approve Individual Service Agreement #CT3641 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2019-2020 school year.

Motion Passed: Individual Service Agreement #CT3641 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

15. HUMAN RESOURCES

15.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Motion Passed: Authorize the Assistant Superintendent of Human Resources to hire temporary employees passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

15.B. Authorize use of consultant contract #C3568 for 2019-2020 with SWING Education to provide substitutes for certificated staff to use during professional development.

Motion Passed: Consultant contract #C3568 passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

16. BUSINESS SERVICES

16.A. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit C.

Following discussion, a sub-motion was made to table this item and bring forth at a future meeting.

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

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

16.B. Accept gifts.

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

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

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked Ms. Kinney, Ocean Connectors, for the experiences brought to students and parents through the Ocean Connectors program, and she thanked Dr. Kraft for her thorough presentation and bringing clarification between policy and practice. She asked those present to keep her family in their thoughts for loss of her grandfather.

Ms. Dalla expressed her condolences to Ms. Betancourt-Castañeda. She thanked the presenters and a special mention to Ms. Kinney with Ocean Connectors. She loves what is happening with the District students and students in Nayarit, Mexico. She expressed appreciation to the Board and staff for taking the time to ask and answer questions.

Mr. Clapper expressed his condolences to Ms. Betancourt-Castañeda. He mentioned the great presentations by Dr. Kraft and Ms. Kinney with Ocean Connectors. He wished everyone a happy rest of the summer and a great start to the new school year.

Ms. Avalos expressed her condolences to Ms. Betancourt-Castañeda. She thanked the presenters Dr. Kraft and Ms. Kinney with Ocean Connectors. She expressed how much she has enjoyed participating in Ocean Connectors field trips. She thanked everyone for being present.

Dr. Hernandez expressed her condolences to Ms. Betancourt-Castañeda. She shared her love for Ocean Connectors and growth of the program.

Mr. Carson expressed his condolences to Ms. Betancourt-Castañeda.

Dr. Kraft expressed her condolences to Ms. Betancourt-Castañeda. She is excited to start a new school year and see our students.

Dr. Brady expressed her condolences to Ms. Betancourt-Castañeda. She mentioned the amazing partnership between Ocean Connectors and the District. She also thanked Dr. Kraft for her presentation and the members of her team for being present.

Ms. Sarmiento expressed her condolences to Ms. Betancourt-Castañeda. She mentioned what a great program Ocean Connectors is, and their amazing work. She communicated that in closed session, the Superintendent evaluation was completed for the 2018-2019 school year.

19. ADJOURNMENT

Board President, Alma Sarmiento adjourned the meeting at 7:55 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **12.B.I. Adopt Resolution #19-20.03 in recognition and appreciation of the cultural, ethnic and linguistic diversity in the National School District for the 2019-2020 school year.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: National School District is a racially, culturally and linguistically-diverse community. Over 20 home languages other than English have been identified and 68% of the students speak another language in addition to English. Hispanic/Latino students constitute the majority of the general student population, which is growing more diverse each year.

One of America's great attributes has been the ability to capitalize on its diverse population and recognize this as a great strength. In our effort to heighten the understanding that our national heritage and creed are pluralistic, it is imperative that our curriculum underscore the significant contributions of our diverse citizenry and the roles all Americans play and continue to play in our nation.

For this reason, National School District, through Board policy and activities, has celebrated the importance of multicultural education and diversity. To further emphasize this position, the attached resolution has been developed and submitted for Board adoption.

Attachments:
Resolution #19-20.03

National School District

Resolution

#19-20.03

IN RECOGNITION AND APPRECIATION OF THE CULTURAL, ETHNIC, AND LINGUISTIC DIVERSITY IN THE NATIONAL SCHOOL DISTRICT FOR THE 2019-2020 SCHOOL YEAR

WHEREAS, American society is now and always has been pluralistic and multicultural representing a variety of races, cultures, religions, languages and beliefs; and

WHEREAS, men and women of every race and ethnic background helped develop our nation and made significant contributions to our society, those recognized, unrecognized and unrecorded; and

WHEREAS, despite the hardships, prejudice and discrimination encountered by some groups of men and women, history reflects a determined spirit of perseverance and cultural pride in their struggle to equally share in the opportunities of a nation founded upon the principles of freedom and liberty for all people; and

WHEREAS, the California State Board of Education recognized in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people; and

WHEREAS, the History/Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, states that the history curriculum of community, state, region, nation and the world must reflect the experiences of men and women of different racial, religious and ethnic groups which is integrated at every level;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District proclaims that during the 2019-2020 school year, the education for all students will emphasize the recognition and appreciation of the multicultural and multiethnic diversity of our society and the contributions made by various groups; and

Resolution #19-20.03
August 7, 2019
Page 2

BE IT FURTHER RESOLVED, that the Governing Board of the National School District encourages all educators to give special recognition to the following racial/ethnic groups during the specified months of the year:

September	Hispanic Heritage Month
October	Filipino American History Month
November	American Indian Heritage Month
February	African American History Month
March	Women's History Month
May	Asian/Pacific American Heritage Month

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 7th day of August 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
August 7, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
1. Juan Aguayo	Teacher of Special Day Class-Mild/Moderate K-3 6.58 hours per day 185 days per year Las Palmas School	July 25, 2019	Class 1, Step 1	General Fund
2. Chelsea Bertrand	Classroom Teacher-Roving 6.58 hours per day 185 days per year District Office	July 17, 2019	Class 1, Step 1	General Fund

Temporary Employment				
None				

Additional Duties				
None				

Contract Extension/Change				
None				

Leave of Absence				
None				

CLASSIFIED STAFF RECOMMENDATIONS
August 7, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
3. Jonathan Archie	Instructional Assistant-Health Care 3.25 hours per day 210 days per year Central School	August 9, 2019	Range 18, Step 1	General Fund
4. Rayvin Bautista	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	August 9, 2019	Range 8, Step 1	General Fund
5. Denisse Carrillo	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	August 9, 2019	Range 8, Step 1	General Fund

Temporary Employment

None				
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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. Pre-approval to hire temporary employees.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: At the July 10, 2019 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent, Human Resources to offer employment to six Temporary Classroom Teachers, 17 Temporary Overflow Teachers, 25 Temporary Impact Teachers, and ten Temporary Teachers for English Language Proficiency Assessments for California (ELPAC) testing for the 2019-2020 school year.

The Human Resources department provides an agenda item to the Governing Board reporting the temporary employees that have been hired during that period of time. This practice has allowed the Human Resources Department to ensure compliance with Education Code and to be responsive to the needs at the school sites.

Comments: Pursuant to Education Code there are several types of temporary teacher contracts that the District utilizes. There are categorical temporary teachers paid with categorical funds, such as Title I. Typically in our District, these are Impact Teachers. The second type are Leave Replacement Temporary Teachers who are hired to backfill a vacancy created by a teacher on a leave of absence. The third type of temporary teacher contract is for a short term assignment. This type of contract is utilized for teachers administering the annual ELPAC to students, and for teachers who work with students who are not yet assigned to a classroom at the beginning of school year (Overflow Teachers).

Attachments:
Temporary Employees

Temporary Hires Pre-Approved Temporary Teacher			
Name	Position	Location	Effective Date
1. Jamie Bohannon	Temporary Teacher (3 of 6)	Lincoln Acres School	July 17, 2019
2. Tristin Carson	Temporary Teacher (4 of 6)	Lincoln Acres School	July 17, 2019
3. Taylor Nielsen	Temporary Teacher (5 of 6)	Central School	July 17, 2019

Temporary Hires Pre-Approved Overflow Teacher			
Name	Position	Location	Effective Date
4. Francisca Anglin-Tortorello	Overflow Teacher (1 of 17)	Kimball School	July 22, 2019
5. Sergio Caracoza	Overflow Teacher (2 of 17)	John Otis School	July 22, 2019
6. Cynthia Drees	Overflow Teacher (3 of 17)	Ira Harbison School	July 22, 2019
7. Jennifer English	Overflow Teacher (4 of 17)	Olivewood School	July 22, 2019
8. Hector Gerardo	Overflow Teacher (5 of 17)	Central School	July 22, 2019
9. Jessica Killackey	Overflow Teacher (6 of 17)	El Toyon School	July 22, 2019
10. Cathy Pfizenmaier	Overflow Teacher (7 of 17)	Las Palmas School	July 22, 2019
11. Rosalie Vera	Overflow Teacher (8 of 17)	Palmer Way School	July 22, 2019
12. Michelle Willens	Overflow Teacher (9 of 17)	Lincoln Acres School	July 22, 2019
13. Alberto Zepeda	Overflow Teacher (10 of 17)	Rancho de la Nación School	July 22, 2019

Temporary Hires Pre-Approved ELPAC Assessment Teacher			
Name	Position	Location	Effective Date
14. Ricardo Alvarado	ELPAC Assessment Teacher (1 of 10)	District Office	July 24, 2019
15. Sara Hennessy	ELPAC Assessment Teacher (2 of 10)	District Office	July 24, 2019
16. Phillip Scott	ELPAC Assessment Teacher (3 of 10)	District Office	July 24, 2019
17. Bonnie Styles	ELPAC Assessment Teacher (4 of 10)	District Office	July 24, 2019

Agenda Item: **12.C.III. 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 8/7/19			
Name	Position	Location	Effective Date
Alexis Almendarez-Gilstrap	Campus Student Supervisor	Ira Harbison School	June 5, 2019
David Ayala	Instructional Assistant-Health Care	Lincoln Acres School	June 5, 2019
Jessica Frumm	Teacher-Roving	District Office	June 5, 2019
Lorelei Lino	Instructional Assistant-Special Education	Ira Harbison School	June 5, 2019

Retirements 8/7/19			
Name	Position	Location	Effective Date
None			

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: None

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary /
Abstract: None

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve out of state travel for Maria Betancourt-Castañeda and Maria Dalla to attend the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on School Governance in Chicago, Illinois on September 27-28, 2019.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: With Latinos representing the second largest population group in the nation, the future prosperity of our communities and the country are intrinsically tied to the academic success of Latino students. This Institute will bring together school board members from throughout the country to acquire strategies that will help them utilize innovative and successful policies and best practices to support student success.

Comments: Ms. Betancourt-Castañeda and Ms. Dalla are members of NALEO. Airfare and two days hotel costs are being paid for through a NALEO scholarship.

Dinners, airport shuttles and incidentals are not covered under the NALEO scholarship.

Recommended Motion: Approve out of state travel for Maria Betancourt-Castañeda and Maria Dalla to attend the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on School Governance in Chicago, Illinois on September 27-28, 2019.

Financial Impact: Travel cost: Not to exceed \$500 per Board Member
Other costs: \$0
One time cost
General Fund

Agenda Item: **13.B. Accept Quarterly Reports to the San Diego County Office of Education on Williams Complaints.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: The intent of the Williams Settlement is to ensure that all students have equal access to:

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

Section 35186 requires school districts to implement a uniform complaint process ("UCP") for the investigation and resolution of complaints alleging non-compliance with Williams Legislation issues. As part of this process, a school district is required to:

- Report summarized data of all such complaints
- On a quarterly basis
- To the county superintendent and the School District's Governing Board.

These summaries must be publicly reported at the District's regularly-scheduled Board meeting and be made available as public records.

For the period of April through June 2019, no Williams Complaints were filed in the District. Form is attached for Board information.

In addition, all quarterly reports for the 2018-2019 school year were submitted to the San Diego County Office of Education within the required timeframe. Three of the required reports, however, were not presented to the Board at the time of their submission as required by the William's Settlement. The District's quarterly reporting obligation of Williams UCP complaints does not require Board action, however, additional filings are also included in this agenda item for public transparency.

For the period of July through September 2018, no Williams Complaints were filed in the District. The form is attached for Board information.

For the period of October through December 2018, no Williams Complaints were filed in the District. The form is attached for Board information.

For the period of January through March 2019, no Williams Complaints were filed in the District. The form is attached for Board information.

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

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

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

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

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

Attachments:
Williams UCP

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: April - June 2019

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: July – September 2018

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: October – December 2018

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: January – March 2019

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **13.C. Discuss and nominate California School Boards Association (CSBA) Board Member of the Year.**

Speaker: Barbara Avalos, Board Clerk

Quick Summary / Abstract: Nominations for CSBA Board Member of the Year are now being accepted until Friday, August 30, 2019. The California School Boards Association Board Member of the Year is awarded to an individual school Board member who exemplifies best practices in effective governance and boardsmanship.

A District can submit one (1) nomination per year. Nomination materials must have sign-off by a Board majority.

Comments:

ELIGIBILITY

- Each nominee must be a current California public school board member from a district or county office of education
- The nominee's Local Education Agency (LEA) must be a current CSBA member at all times during the nomination and award process
- Current CSBA Officers and Directors are not eligible to apply
- Each LEA can nominate only one individual from a board for the award per year
- Former Board Members of the Year are not eligible to apply again

CRITERIA

- The nomination narrative should address significant contributions made by the nominee within the last five years, with an emphasis of work accomplished within the last twelve months of service.

- Nominees will be judged on their ability to:
 - Understand their role and follow through on their responsibilities
 - Focus on learning and achievement for all students
 - Value, support and advocate for public education
 - Participate in local, CSBA, state and/or national education activities
 - Support the board's adopted Bylaws and Policies
 - Recognize and respect differences of perspectives and style on the board and among staff, students, parents and the community
 - Act with dignity, and understand the implications of demeanor and behavior
 - Adhere to established communication protocols and keep confidential matters confidential
 - Participate in CSBA professional development and commit to ongoing education to be an informed and effective leader
 - Understand the distinctions between board and staff roles, and refrain from performing management functions that are the responsibility of the superintendent and staff
 - Understand that authority rests with the board as a whole and not with individuals

Recommended Motion:

Nominate One (1) CSBA Board Member of the Year.

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Conduct public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The Williams Settlement legislation amended Education Code 60119, requiring a public hearing and adoption of a resolution regarding the sufficiency of state-approved textbooks in the District and instructional materials in each subject area, consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education.

In accordance with SEC. 18. Section 60119 of the Education Code, the Notice of Public Hearing was provided 10 days prior to the public hearing as set forth in subdivision

(a). The notice shall contain the time, place, and purpose of the hearing and shall be posted in three public places in the School District, at all school sites, District office and preschool center.

(b) The Governing Board shall provide 10 days' notice of the public hearing or hearings set forth in subdivision. The hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours.

The required notice of public hearing was posted on July 29, 2019 at all school sites, District Office and Preschool Center.

Comments: During the public hearing, parents, staff and members of the community have an opportunity to comment and share their views as to whether all National School District students have or will have sufficient textbooks and instructional materials in core subject areas of reading/language arts, mathematics, science, and history/social science.

Attached to the next item is a list of all National School District state-approved textbooks and instructional materials that have been Board approved over the last several years.

Attachments:
Public Hearing Notice



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Governing Board of the National School District of San Diego County, California invites you to attend a public hearing to discuss the sufficiency of state-approved textbooks and instructional materials in National School District for the fiscal year 2019-2020.

NOTICE IS FURTHER GIVEN that a public hearing will be held by the Governing Board at its regular place of meeting:

Date: August 7, 2019

Time: 6:00 p.m.

Place: National School District Board Room

1500 N Avenue

National City, CA 91950

Written comments to this action may be submitted to Sharmila Kraft, Ed.D. Assistant Superintendent, Educational Services, 1500 N Avenue, National City, CA 91950-4827, no later than August 7, 2019.

Agenda Item: **14.B. Adopt Resolution #19-20.04 determining the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year, and approve the District adopted materials list.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: As a result of the Williams Settlement legislation, school districts must annually present evidence that all children have access to core instructional materials in reading/language arts, mathematics, science, and history/social science. The resolution must be adopted at a public hearing in the course of the fiscal year in which the funds are received.

The adopted instructional materials list identifies instructional materials that are aligned with the academic content standards adopted (EC Section 60210.) National School District has sufficiency with the listed instructional materials in the core areas of reading/language arts, mathematics, science, and history/social science.

Approval of the instructional list ensures National School District compliance pursuant to EC Section 60210.

Adoption of this resolution will ensure compliance with amendments to Education Code Section 60119, which are a result of the Williams Settlement legislation.

Comments: At the December 12, 2018 meeting, the Governing Board approved the reading/language arts adoption of Benchmark Advanced/Adelante and American Reading for grades K-6. The attached list reflects this new adoption, as well as the other Board approved core instructional materials.

Recommended Motion: Adopt Resolution #19-20.04 determining the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year, and approve the District adopted materials list.

Attachments:
Resolution #19-20.04
Core Curriculum 2019-2020

National School District

Resolution

#19-20.04

Determining Sufficiency of Instructional Materials for 2019-2020

On motion of Member _____, Seconded by Member _____, the following resolution is adopted.

WHEREAS, in order to receive State instructional materials funds, the Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that every pupil, including English learners, has sufficient textbooks or instructional materials, or both, that are aligned to the content standards in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: reading/language arts, mathematics, science and history/social science.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, “sufficient textbooks or instructional materials” means that each pupil, including English learners has a textbook or instructional materials, or both, to use in class and to take home. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines as required by Education Code Section 60119, that the school district had sufficient instructional materials for each pupil in the following areas:

1. Reading/Language Arts, including the English Language component of the program
2. Mathematics
3. Science
4. History/Social Science

Resolution #19-20.04
August 7, 2019
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 7th day of August 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

NATIONAL SCHOOL DISTRICT
CORE CURRICULUM 2019-2020

Grade	Subject	Publisher	Format	Title / Titulo
Transitional Kindergarten	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books (ENG) 2 Volumes (SPAN) (5 Volumes Units 1-10)	(ENG) Ready to Advance TK or (SPAN) Listos Y Adelante TK
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	Math	Touchmath	Unit Boxes (4)	TouchMath
Kindergarten	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books My Shared Readings (5 Volumes Units 1-10)	(ENG) Advance K or (SPAN) Adelante K
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California Go Math!
	Science	McGraw-Hill	Flipbook	(ENG) CA Science or (ST/SPAN) CA Ciencias
	Social Studies	H.M. Harcourt	Big Book	(ENG) Our World, Now and Long Ago or (ST/SPAN) Nuestro mundo, ahora y antes
1st Grade	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books My Shared Readings (5 Volumes Units 1-10)	(ENG) Advance Grade 1 or (SPAN) Adelante Grade 1
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California Go Math!
	Science	McGraw-Hill	Unit Big Book Package - English Component (4 Big Books)	<i>Life Science, Earth Science, Physical Science and Be A Scientist</i>
			Textbook - ST/Spanish Component	CA Ciencias

NATIONAL SCHOOL DISTRICT
CORE CURRICULUM 2019-2020

Grade	Subject	Publisher	Format	Title / Título
	Social Studies	H.M. Harcourt	CA Unit Soft Big Book Collection (set of 6)	(ENG) A Child's View or (ST/SPAN) Con los ojos de un niño
2nd Grade	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books Texts for Close Reading (10 Volumes Units 1-10)	(ENG) Advance Grade 2 or (SPAN) Adelante Grade 2
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California Go Math!
	Science	McGraw-Hill	Textbook	(ENG) CA Science or (ST/SPAN) CA Ciencias
	Social Studies	H.M. Harcourt	Textbook	(ENG) People We Know or (ST/SPAN) La gente que conocemos
3rd Grade	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books Texts for Close Reading (10 Volumes Units 1-10)	(ENG) Advance Grade 3 or (SPAN) Adelante Grade 3
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California Go Math!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	Our Communities
4th Grade	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books Texts for Close Reading (10 Volumes Units 1-10)	(ENG) Advance Grade 4 or (SPAN) Adelante Grade 4
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)

NATIONAL SCHOOL DISTRICT
CORE CURRICULUM 2019-2020

Grade	Subject	Publisher	Format	Title / Titulo
	ELD	E.L Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California Go Math!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	A Changing State
5th Grade	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books Texts for Close Reading (10 Volumes Units 1-10)	(ENG) Advance Grade 5 or (SPAN) Adelante Grade 5
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	ELD	E.L Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California Go Math!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	The United States: Making a New Nation
6th Grade	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books Texts for Close Reading (10 Volumes Units 1-10)	(ENG) Advance Grade 6 or (SPAN) Adelante Grade 6
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles) (ENG or SPAN)
	ELD	E.L Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Student Textbook	California Go Math!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	Ancient Civilizations

NATIONAL SCHOOL DISTRICT
CORE CURRICULUM 2019-2020

Grade	Subject	Publisher	Format	Title / Titulo
SDC Mild/Mod	Reading/ Language Arts	Benchmark	Digital and Consumable Student Books Texts for Close Reading (10 Volumes Units 1-10)	(ENG) Advance K, 1, 2, 3, 4, 5, or 6
		American Reading Company	5 Baskets of Leveled Books	ARC 100 Book Challenge (Various Titles)
	Math	Houghton Mifflin	Multi-Volume Student Edition (K- 5th) or Student Edition (6th)	GO Math!
		TouchMath	4 Unit Boxes (TK)	TouchMath
	Science	McGraw-Hill	Big Book (K) or 4 Big Books (1st) or textbooks (2nd-6th)	CA Science
	Social Studies	H.M. Harcourt	Big Book (K) or 6 Big Books (1st) or textbooks (2nd-6th)	Reflections
SDC Mod/Severe	Reading/ Language Arts	n2y	Software	Unique Learning System
	Math	n2y	Software	Unique Learning System
	Science	n2y	Software	Unique Learning System
	Social Studies	n2y	Software	Unique Learning System

Agenda Item: **14.C. Amend contract #CT3045 with YMCA of San Diego County (REACH) for After School Education and Safety Program services for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: YMCA of San Diego County (REACH) has been providing services for the National School District Before and After School Program since 2014-2015.

Contract #CT3045 was on the annual list and approved on June 26, 2019. Each year, the District receives funds by ASES which then pays for the services rendered by the YMCA of San Diego County REACH. As funding is determined, the Board will periodically amend based on funding levels. The last amendment was approved in February 13, 2019.

Recommended Motion: Amend contract #CT3045 with YMCA of San Diego County (REACH) for After School Education and Safety Program services for the 2019-2020 school year.

Financial Impact: Contract cost: Not to exceed \$1,797,586.52
Additional staffing costs: \$0
Other costs: \$0
Annual cost
ASES Grant Fund

Attachments:
CT3045
ASES Funding Update

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Program 2019-20

This Agreement for the After School Education and Safety Program (ASES) is entered into this 1st day of July 1, 2019 by and between the **National School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the National School District to YMCA of San Diego County for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to National School District due to YMCA of San Diego County's failure to comply with grant rules, regulations and policies will result in the YMCA of San Diego County reimbursing the full invoice amount(s), not to exceed the entire grant amount allocated to YMCA of San Diego County for the ASES program, to National School District within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

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

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

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

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

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

3. Staffing Requirements:

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

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

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

4. State Mandated Data and Evaluation Requirements:

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

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

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

6. Federal Program Monitoring and Annual Program Audit Guidelines.

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

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

7. Budget Restrictions (See YMCA of San Diego County ASES Sub-Contractor 85/15 Attachment 2019-2020)

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

8. Program Matching Funding Requirements.

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

9. Additional ASES Program Operation Requirement.

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

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

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

10. Terms and Conditions of the Grant Award

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

FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN

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

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

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2019 through June 30, 2020.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

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

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by YMCA of San Diego County if determined such findings or compliance issues were result of failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

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

YMCA of San Diego County Contact:

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

National School District Contact:

Sharmila Kraft, Ed.D
Asst. Superintendent, Education Services
National School District
1500 N Avenue

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

National City, CA 91950
619-336-7742

13. CONFIDENTIALITY

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

Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

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

Contractor agrees to all of the following:

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

(i) The disclosure is authorized by this Agreement;

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

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

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

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

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

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

15. TERMINATION FOR CONVENIENCE

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

16. TERMINATION FOR DEFAULT

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

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

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

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

17. INDEPENDENT CONTRACTOR

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

18. HOLD HARMLESS

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

19. WORKERS' COMPENSATION

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

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

20. NON-FUNDING

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

21. AUDIT

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

22. INSURANCE REQUIREMENTS

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

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

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

23. GOVERNING LAW/VENUE SAN DIEGO

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

24. COMPLIANCE WITH LAW

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

25. FINAL APPROVAL

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

26. PUPIL SAFETY / SCHOOL SAFETY ACT

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

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

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

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

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

By: (Authorized Signature)

Date: 7/17/19



Steve Hensel
Executive Director
YMCA of San Diego County

27. ENTIRE AGREEMENT

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

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

NATIONAL SCHOOL DISTRICT

YMCA OF SAN DIEGO COUNTY

By: (Authorized Signature)

By: (Authorized Signature)

Christopher Carson
Asst. Superintendent
National School District

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

Date:

Date:

YMCA Federal EIN #: 95-2039198

YMCA of San Diego County
National School District-2019-20 ASES 85/15 Sub Contractor Attachment A

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0	0%	\$37,844	2%	\$0	0%	\$37,844	2%
National School District	\$0	0%	\$56,766	3%	\$0	0%	\$56,766	3%
YMCA of San Diego County	\$94,610	5%	\$94,610	5%	\$1,608,367	85%	\$1,797,587	95%
Total Costs Retained	\$94,610	5%	\$189,220	10%	\$1,608,367	85%	\$1,892,196	100%

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

FY2019-20 ASES Program Funding

National School District

	PM Funding	AM Funding	Total Funding	95% Funding to YMCA
Central	\$123,429.44	\$66,978.91	\$190,408.35	180,887.93
El Toyon	\$122,850.00	\$38,132.09	\$160,982.09	152,932.98
Ira Harbison	\$183,331.10	\$46,384.23	\$229,715.33	218,229.56
John A. Otis	\$122,850.00	\$29,484.00	\$152,334.00	144,717.30
Kimball	\$134,068.42	\$45,783.74	\$179,852.16	170,859.55
Las Palmas	\$201,293.49	\$46,234.19	\$247,527.68	235,151.29
Lincoln Acres	\$144,918.77	\$27,795.30	\$172,714.07	164,078.36
Olivewood	\$158,654.63	\$60,096.04	\$218,750.67	207,813.13
Palmer Way	\$131,243.11	\$29,801.77	\$161,044.88	152,992.63
Rancho de la Nacion	\$128,660.27	\$50,206.88	\$178,867.15	169,923.79
Totals	\$1,408,162.92	\$440,897.15	\$1,892,196.38	1,797,586.52

Agenda Item: **14.D. Amend Individual Service Agreement #CT3634 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3709915.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The attached amended contract reflects a change of date from July 1, 2019 to July 10, 2019 to ratify student attendance at Aseltine School for extended school year (ESY).

Comments: On July 10, 2019, the Board approved a contract for student #3709915 to attend Aseltine School for the 2019-2020 academic school year. In addition, the contract cost included extended school year (ESY) attendance.

Contract dates, however, were not reflective of ESY dates of attendance for July 2019, and should have been submitted as a ratification under the Board approved master contract.

Recommended Motion: Amend Individual Service Agreement #CT3634 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3709915.

Financial Impact: Contract cost: \$47,784.20
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3634

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

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 6/27/18 and 7/10/19

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)

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

Agenda Item: **14.E. Amend Individual Service Agreement #CT3635 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3713060.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The attached amended contract reflects a change of date from July 1, 2019 to July 10, 2019 to ratify student attendance at Aseltine School for extended school year (ESY).

Comments: On July 10, 2019, the Board approved a contract for student #3713060 to attend Aseltine School for the 2019-2020 academic school year. In addition, the contract cost included extended school year (ESY) attendance.

Contract dates, however, were not reflective of ESY dates of attendance for July 2019, and should have been submitted as a ratification under the Board approved master contract.

Recommended Motion: Amend Individual Service Agreement #CT3635 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3713060.

Financial Impact: Contract cost: \$47,784.20
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3635

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

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 6/27/2018 and 7/10/2019

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)

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

Agenda Item: **14.F. Amend Individual Service Agreement #CT3641 with San Diego Center for Children Academy to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3706533.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The attached amended contract reflects a change of date from July 1, 2019 to July 10, 2019 to ratify student attendance at Aseltine School extended school year (ESY).

Comments: On July 10, 2019, the Board approved a contract for student #3706533 to attend San Diego Center for Children Academy for the 2019-2020 academic school year. In addition, the contract cost included extended school year (ESY) attendance.

Contract dates, however, were not reflective of ESY dates of attendance for July 2019, and should have been submitted as a ratification under the Board approved master contract.

Recommended Motion: Amend Individual Service Agreement #CT3641 with San Diego Center for Children Academy to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3706533.

Financial Impact: Contract cost: \$46,512.84
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3641

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		30 min/ weekly					
Counseling and Guidance (515)							
Parent Counseling (520)	\$80/hr						
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities - Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services - Assessment (710)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)	\$25/hr						
Vocational Assessment, Counseling, Guidance and Career Assessment (830)	\$79.92/hr						
Career Awareness (840)							
Work Experience Education (850)	\$30/hr						
Job Coaching (855)	\$21.31/hr						
Mentoring (860)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7/10/2019

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature) (Date)

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

-CONTRACTOR-

-DISTRICT-

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

 (Signature) (Date) (Signature) (Date)

Dr. Moises Baron, CEO Chris Carson, Assistant Superintendent-Business Services
 (Name and Title) (Name of Superintendent or Authorized Designee)

Agenda Item: **14.G. Approve consultant contract #CT3642 with San Diego County Office of Education (SDCOE) for "librarian of record" services.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The "librarian of record" service from San Diego County Office of Education (SDCOE) allows local school districts to meet California Education Code mandate of having a teacher librarian on staff. The San Diego County Office of Education County Schools librarian will continue to serve as the District credentialed librarian.

Approval of this contract would ensure National School District meets this legal mandate.

Comments: California Education Code, sections 18100-18103, 18176, and 44868, requires California school districts to have a teacher librarian on staff or on consultancy. A teacher librarian has both a California teaching credential and a California teacher librarian services credential.

Recommended Motion: Approve consultant contract #CT3642 with San Diego County Office of Education (SDCOE) for "librarian of record" services.

Financial Impact: Contract cost: \$2,127.90
Additional staffing costs: \$0
Other costs: \$0
Annual cost
LCAP Fund

Attachments:
CT3642

**San Diego County Superintendent of Schools
Agreement for Library Media Services**

The Governing Board of the National School District, hereinafter called the "District", and the San Diego County Superintendent of Schools, hereinafter called the "County", agree as follows:

COUNTY SERVICES

1. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.
 - a. County will provide San Diego County Board of Education approved book lists (grades K-8).

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES

(2018-19 student enrollment reported by Dataquest, CDE = 5,190)

1. For librarian of record services and Board of Education approved book lists the District will pay to the County the rate of \$0.41 per CDE reported student enrollment. 5,190 x \$0.41 = \$2,127.90.

For Librarian of Record service, the District will pay to the County the total amount of **\$2,127.90**. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect August 8, 2019 through June 30, 2020.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-3120
cidunlevy@sdcoe.net

Jonathan Hunt
Lead Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-3413
jonathan.hunt@sdcoe.net

District Tech Representative

Name: _____

Title: _____

Location: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

District Contact for Communication

Name: _____

Title: _____

Location: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

GOVERNING LAW/VENUE SAN DIEGO

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

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

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

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

NATIONAL SCHOOL DISTRICT

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Name

Name

Title

Title

Date

Date

Email

Federal I.D. Number

Agenda Item: **14.H. Approve contract #CT3643 with Catalina Maynard for professional development and consultation on visual and performing arts for National School District.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The Y-REACH program has been hired to facilitate National School District's State of California- After School Enrichment and Safety (ASES) grant. Based on the research on performing arts and literacy, Educational Services has incorporated performing arts into the enrichment and intervention options for students participating in the after school ASES program.

Approving this contract will allow for training for REACH staff and consultation on program design at all National School District schools.

Comments: Research studies indicate a link between drama and performance text and a variety of verbal skills associated with achievement in literacy.

Recommended Motion: Approve contract #CT3643 with Catalina Maynard for professional development and consultation on visual and performing arts for National School District.

Financial Impact: Contract cost: Not to exceed \$35,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost
LCAP Fund

Attachments:
CT3643

[-] [-] [] [] [-] []
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: **14.I. Approve contract #CT3648 with Rady Children’s Hospital for vision and hearing school screenings for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Annual vision and hearing screenings for Kindergarten, second, and fifth grade students are mandated as part of the educational programming provided to all students.

Approval of this contract will ensure National School District's student vision screening is conducted by “duly qualified supervisors of health” in accordance to Education Code Section 49452(a).

Comments: Schools are required to conduct vision testing for early identification of vision problems that may negatively affect the health and learning of students. For the past 19 years, Rady Children's Hospital has provided these services to the National School District.

On March 13, 2019 the National School District Board of Trustees amended Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of increased student health services and added more clarity to the contract of exact services to be rendered.

Because annual vision and hearing screenings are conducted by staff outside of the health team delineated in the contract, this service agreement is being brought forward as a separate contract, #CT3648, for this provision.

Rady will provide all necessary equipment and document results; as well as provide re-screening as necessary.

Recommended Motion: Approve contract #CT3648 with Rady Children’s Hospital for Vision and Hearing School Screenings for the 2019-2020 school year.

Financial Impact: Contract cost: Not to exceed \$21,906.30
 Additional staffing costs: \$0
 Other costs: \$0
 One time cost
 General Fund

Attachments:
 CT3648
 Projected Screening Cost



August 7, 2019

National School District CT3648
 Meghann O'Connor
 Director, Student Support Services
 1500 N Avenue
 National City, CA 91950

Dear Meghann,

Thank you for choosing Rady Children's Hospital - San Diego to provide the mandated screenings for your district. Your support of the Screening Program is greatly appreciated.

The attached rate sheet for contract #CT3648 covering vision/screenings effective August 8, 2019 provides the rates through June 30, 2020, including the per-screening cost and the hourly rate.

If you have questions or would like to meet with me to discuss these changes or any other screening issues, please call me. I can be reached at 858-966-7542. My email address is dchase@rchsd.org.

If the rates and terms are acceptable to you, please sign and return this letter to me. Confirmation of our engagement is necessary to comply with hospital policy and enable staff to be scheduled for your screening dates.

Again thank you for allowing Rady Children's Hospital - San Diego to assist your district in providing mandated screening services.

Sincerely,

Diana Chase, RN, FNP
 Supervisor, Government Affairs and School Health

Agreed and Accepted:

By: _____

Date: _____

Title: _____

National School District
2019-2020 School Screening Services Rates

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$3.16
Initial screening of near vision:	\$3.16
Initial screening of far vision:	\$3.16
Initial screening of color perception:	\$3.16
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$72.50
Initial screening or retest of hearing or vision for difficult to test students:	\$72.50
School Nurse Hourly Rate (special education, etc.):	\$72.50

**All rates are per screening unless otherwise indicated.*

Rady Children’s Hospital – San Diego (“Children’s”) will provide:

- Assurance that all personnel who provide the screening services have the necessary licensure and credentials, annual TB screening, and clearance of a criminal background check
- Equipment necessary for testing, including disposable eye covers for vision screening.
- Documentation of results on A – Z class lists and a complete tally for each screening date in a format that can be translated for state reports.
- Staff to provide rescreens for students that fail initial screening.
- Monthly invoicing that includes itemization of screenings provided. Payment is due within thirty (30) days of receipt of the invoice.

National School District (“District”) will provide:

- The start time for each school in the district.
- The number of students enrolled in each grade to be screened at each school.
- The schedule for the students for each day of screening.
- **A – Z class lists** for **each** screener on the day of screening.
- **Adequate and appropriate space** for the screenings.
- Tables, chairs, and easy access to electrical outlets.
- **Appropriate individuals** to assist with the supervision of students being brought to the screening, during the screening, and return to class.

Compliance with Laws Governing Confidentiality and Privacy. DISTRICT acknowledges that CHILDREN’S is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”) and regulations promulgated thereunder (“HIPAA Regulations”). CHILDREN’S and DISTRICT shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. DISTRICT acknowledges and agrees that CHILDREN’S is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. DISTRICT and CHILDREN’S shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

Liability. The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney’s and consultant’s fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

**National School District
Projected Screening Cost
2019-2020**

Screening Provided	2018-2019 # Screened	2018-2019 Rate	2018-2019 Billed Cost	2019-2020 Estimate #'s	2019-2020 Rate	2019-2020 Projected Cost
Vision - far	2,262	\$ 3.08	\$ 6,966.96	2,300	\$ 3.16	\$ 7,268.00
Vision - near	2,264	\$ 3.08	\$ 6,973.12	2,300	\$ 3.16	\$ 7,268.00
Hearing	2,257	\$ 3.08	\$ 6,951.56	2,300	\$ 3.16	\$ 7,268.00
Color	24	\$ 3.08	\$ 73.92	0	\$ 3.16	\$ -
Same day rescreens	30	\$ 3.33	\$ 99.90	30	\$ 3.41	\$ 102.30
			\$ 21,065.46			\$ 21,906.30

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / None

Abstract:

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Award contract #CT3651 for Bid #18-19-193 Fresh Fruit and Vegetables to Diamond Jack Enterprises.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On May 8, 2019, the Board authorized National School District administration to advertise for fresh fruits and vegetables. Previously the District was using a piggyback agreement through Board Resolution #18-19.02. That piggyback agreement has expired. Bid #18-19-193 was advertised in the San Diego Union Tribune on June 17 and June 24, 2019.

Comments: Bids were publicly opened on July 8, 2019. The District received one (1) bid:

- Diamond Jack Enterprises \$235,045.00

Diamond Jack Enterprises has been providing fresh produce to the District for many years and has an excellent reputation for service. Additionally, they have been very cooperative in the District's continuing efforts to feature locally grown produce.

Recommended Motion: Award contract #CT3651 for Bid #18-19-193 Fresh Fruit and Vegetables to Diamond Jack Enterprises.

Financial Impact: Contract cost: Not to exceed \$235,045
Additional staffing costs: \$0
Other costs: \$0
One time cost
CNS Fund

Attachments:
CT3651

CONTRACT AGREEMENT CT3651

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the National School District, San Diego County, California, hereinafter called the District, and Diamond Jack Enterprises, hereinafter called the Vendor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS

The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, The Accepted Bid, the General Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

2. THE MATERIALS AND SUPPLIES

The Vendor agrees to furnish the item or items of the stated bid listed herein and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3. TERMINATION FOR BREACH

If the said Vendor falls or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

5. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump-sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

6. HOLD HARMLESS

The Vendor agrees to save harmless, defend, and to indemnify the Owner from every claim of demand, which may be made by reason of:

- a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation directly, or indirectly employed by his upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work, the Vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

7. THE DISTRICT'S INSPECTOR

All items shall be subject to the inspection of the ordering District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

8. REMOVAL OF REJECTED ITEMS

All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

9. DELAY DUE TO UNFORESEEN OBSTACLES

The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

10. ASSIGNMENT OF CONTRACT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

11. ATTORNEYS' FEES

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

12. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.

13. PERMITS AND LICENSES REQUIRED OF THE VENDOR

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

14. **CONDITIONAL BID**

The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

15. **CONTRACT EXTENSION**

The Governing Board reserves the right to award this contract for one and/or two additional years, provided all original conditions have been met to the satisfaction of the District.

16. **COMPONENT PARTS OF THE CONTRACT.**

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bids
Information for Bidders
Bid Form, as accepted
Noncollusion Affidavit
Renewal Clause
Bid Proposal Form
Instructions for Bid Form
Agreement

Bid Bond
Vendor's Certificate Regarding Workers' Compensation
General Conditions
Appendix A
Addenda Numbers _____, _____, _____, as issued

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

VENDOR:

DISTRICT: National School District

By _____

By _____

Its _____

Its _____

Governing Board Date _____

(Corporate Seal)

Agenda Item:	16.B. Accept gifts.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> 1. \$3,162.00 from El Toyon Teachers to El Toyon School for classroom materials, field trips, class treats, prizes, and trainings. 2. \$459.00 from Studio 1 Photography to Rancho de la Nación School for any school needs. 3. \$25.00 from Mission Federal Credit Union to Las Palmas School for student incentives. 4. Learning materials, teaching supplies, and manipulatives from Cynthia Reid to National School District Preschool to support student learning.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • El Toyon Teachers have an interest in supporting El Toyon School and National School District. • Studio 1 Photography is a community partner with an interest in supporting youth. • Mission Federal Credit Union is a community partner with an interest in supporting local youth. • Cynthia Reid is a community partner with an interest in supporting youth.
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept gifts.
Financial Impact:	N/A

Agenda Item:

17. BOARD WORKSHOP

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**