



Governing Board Agenda

October 11, 2017

Welcome

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

Our Governance Team

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

Barbara Avalos, Member

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

Maria Betancourt-Castañeda, Clerk

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

Leighangela Brady, Secretary

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

Brian Clapper, Member

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

Maria Dalla, President

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

Alma Sarmiento, Member

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

This meeting may be recorded

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

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

Speaking to the Board

If you wish to speak to the Board, please fill out a Request to Speak 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 Director--Human Resources, 1500 N Avenue, National City, California, 91950, phone 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, October 11, 2017

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

October 11, 2017

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Dalla, 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—ANTICIPATED LITIGATION
Five 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: California School Employees Association
National City Elementary Teachers Association

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Recognize Mr. Thomas Haman, Custodian-Day, Central School, as National School District Employee of the Month for October 2017.

Vanessa Lerma,
Principal, Central
School &
Alma Sarmiento,
Board Member

October 11, 2017

9.B. Introduce and welcome the new employees.

Leticia Hernandez,
Director, Human
Resources &
Maria Dalla, Board
President

10. PUBLIC COMMUNICATIONS

Maria Dalla, Board
President

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Dalla, Board
President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on
September 13, 2017.

Leighangela Brady,
Superintendent

12.B. Administration

12.B.I. Approve the Quarterly Report to the San Diego County Office of
Education on Williams Complaints.

Leighangela Brady,
Superintendent

12.C. Human Resources

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

Leticia Hernandez,
Director, Human
Resources

12.C.II. Pre-approval to hire temporary certificated employees.

Leticia Hernandez,
Director, Human
Resources

12.C.III. Approve Classified Employee of the Year qualifications and
nomination criteria for 2017-2018 school year.

Leticia Hernandez,
Director of Human
Resources

12.C.IV. Approve Teacher of the Year qualifications and nomination
criteria for 2018.

Leticia Hernandez,
Director of Human
Resources

12.D. Educational Services

October 11, 2017

12.D.I. Adopt Resolution #17-18.08 proclaiming October 23-27, 2017 as Red Ribbon Week in National School District.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

12.E. Business Services

12.E.I. Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2017-2018 school year.

Christopher Carson, Assistant Superintendent, Business Services

12.E.II. Adopt Resolution #17-18.09 authorizing National School District to participate in the National Intergovernmental Purchasing Authority (NIPA) program for the purchase of supplies, materials, and equipment.

Christopher Carson, Assistant Superintendent, Business Services

13. GENERAL FUNCTIONS

13.A. Authorize the Superintendent to sign Memorandum of Understanding (MOU) between the District, San Diego County Office of Education (SDCOE), and 40 additional County School Districts to Resolve Current Issues Resulting From Implementation of the PeopleSoft Program, and to Develop a Strategy to Continue to Improve Performance of the Program.

Leighangela Brady, Superintendent

14. POLICIES, REGULATIONS, BYLAWS

14.A. First reading of Board Policies and Administrative Regulations presented in Exhibit A.

Leighangela Brady, Superintendent

14.B. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Leighangela Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Approve Memorandum of Understanding with South Bay Community Services for Preschool Program Staff Services.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

15.B. Approve Consultant Contract #CT3434 with Dr. Maria DaVenza Tillmans to provide instruction in philosophical discussions for El Toyon students.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

15.C. Approve Contract #CT3435 with Soren Bennick Productions, Inc. for an anti-bullying show/performance at Kimball School.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

October 11, 2017

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| 15.D. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
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16. HUMAN RESOURCES

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| 16.A. Approve Memorandum of Understanding with the San Diego County Office of Education to provide the SDCOE Preliminary and Clear Administrative Services Credential programs for administrators. | Leticia Hernandez, Director of Human Resources |
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| 16.B. Approve Consultant Contract #CT3440 with Dr. Debra Dupree, Relationships at Work, Inc. to facilitate interactive process meetings for ADA/FEHA compliance. | Leticia Hernandez, Director of Human Resources |
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17. BUSINESS SERVICES

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| 17.A. Approve the sale of a mid-size transit wheelchair school bus #9 to Chula Vista Elementary School District in the amount of ten thousand dollars (\$10,000). | Christopher Carson, Assistant Superintendent, Business Services |
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| 17.B. Approve the extension of Contract #CT3004 with Cox California Telecom, LLC for Telecommunication Services-Data Circuits for the 2018-2019 E-Rate School Year, beginning July 1, 2018 and ending June 30, 2019. | Christopher Carson, Assistant Superintendent, Business Services |
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| 17.C. Approve extension of Contract #CT3021 with AT&T for basic data and voice transport (DS0, DS1 and DS3 lines) from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid. | Christopher Carson, Assistant Superintendent, Business Services |
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| 17.D. Approve extension of Contract #CT3023 with AT&T for basic phone service for long distance from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid. | Christopher Carson, Assistant Superintendent, Business Services |
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| 17.E. Approve extension of Contract #CT3024 with AT&T for basic phone service required for Alarms, Emergency Phones and Faxes from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid. | Christopher Carson, Assistant Superintendent, Business Services |
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| 17.F. Approve Contract #CT3417 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services. | Christopher Carson, Assistant Superintendent, Business Services |
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October 11, 2017

17.G. Approve receipt of the Unaudited Actuals for the 2016-17 fiscal year and the Budget Revisions for the 2017-18 fiscal year for Beacon Classical Academy National City.

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP – None

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, 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—ANTICIPATED LITIGATION
Five 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: California School Employees Association
National City Elementary Teachers Association

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castaneda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Ms. Leticia Hernandez, Director-Human Resources

Ms. Paula Jameson-Whitney, Assistant Superintendent-Educational Services

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| Agenda Item: | 9. PRESENTATIONS |
| Agenda Item: | 9.A. Recognize Mr. Thomas Haman, Custodian-Day, Central School, as National School District Employee of the Month for October 2017. |
| Speaker: | Vanessa Lerma, Principal, Central School & Alma Sarmiento, Board Member |
| Quick Summary / Abstract: | Central School would like to recognize Mr. Thomas Haman, Custodian-Day, Central School as the Employee of the Month. |
| Comments: | Thomas is committed to ensuring all aspects of our school facilities are clean and accessible to our students every day. He sets a high standard of professionalism and hard work and serves as a role model for our students and community. He helps our student council with their school recycling efforts and always is ready to offer a helping hand. Thomas goes above and beyond his assigned duties to ensure that our school looks its best. He always works on deep cleaning projects after finishing his daily tasks and frequently checks in with staff to see if there are other things that need to get done. You will never hear Thomas complain about anything and he always maintains a positive attitude and cheerful disposition. Thomas especially exhibited his willingness to do whatever it takes during our Williams Site Visit in August. He worked hard to prepare our facilities for inspection and helped us receive our high score. Thomas treats everyone he encounters with respect and kindness. He truly cares about our school, our district, and our community and is always willing to lend a helping hand. |

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

Speaker: Leticia Hernandez, Director, Human Resources &
Maria Dalla, Board President

Quick Summary /
Abstract: The employees on the attached list were approved at the September 13, 2017 Governing
Board Meeting.

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

Attachments:
Introduce & Welcome

| Introduce & Welcome 10/11/17 | | |
|---------------------------------|---|---|
| Name | Position | Location |
| Montserrat De Dios | Instructional Assistant-Health Care | Rancho de la Nación and El Toyon Schools |
| Cristiane Morineau | Instructional Assistant-Special Education | Olivewood School |
| Stephanie Osuna | Instructional Assistant-Health Care | Lincoln Acres School |
| Deborah Rosa | Child Nutrition Services Assistant | Central School |

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

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

Speaker: Maria Dalla, Board Member

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 September 13, 2017.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes - 09/13/2017

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

September 13, 2017
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:10 PM:

Present:

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

1. CALL TO ORDER

President Maria Dalla called the meeting to order at 6:08 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION- 4:00 PM

Closed session was held from 4:02 p.m. to 6:05 p.m.

President Maria Dalla announced that, in closed session, the Board finalized the Superintendent's evaluation. The Board gave Dr. Brady an overall rating of Exceeds Expectations. There were no changes to contract at this time.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Maria Dalla called the public meeting to order at 6:08 p.m.

7. PLEDGE OF ALLEGIANCE

President Maria Dalla led the Pledge of Allegiance.

8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Lincoln Acres Students

Students from Lincoln Acres School gave a presentation on implementing Rigorous Curriculum Design Units of Study - Engaging in geometry, using “Depth of Knowledge” levels. Board member, Ms. Alma Sarmiento, presented each of the students with a certificate, pencil box and notebook.

9.B. Recognize Ms. Elvia Lopez, Lincoln Acres School as National School District Volunteer of the Month for September 2017.

The Board recognized Ms. Elvia Lopez, Lincoln Acres School, as the National School District Volunteer of the Month for September 2017. Principal, Ms. Luz Vicario, introduced Ms. Lopez and commented on her many fine qualities.

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

9.C. Recognize Ms. Kristina Bañas, Fourth Grade Teacher at Rancho de la Nación School, as National School District Employee of the Month for September 2017.

The Board recognized Ms. Kristina Bañas, Fourth grade teacher at Rancho de la Nación School, as the National School District Employee of the Month for September 2017. Principal, Ms. Kathy Melanese, introduced Ms. Bañas, commented on her wonderful attributes, and thanked her for doing a great job.

On behalf of the Governing Board, Mr. Brian Clapper presented Ms. Bañas with a certificate and a logo watch.

9.D. Introduce and welcome the new employees

Ms. Leticia Hernández, Director of Human Resources, introduced and welcomed the new employees.

President Maria Dalla presented each of the new employees with a District pin.

10. PUBLIC COMMUNICATIONS

Ms. Irma Sanchez, NCETA, spoke regarding leaves, workload and benefits.

Ms. Tamlyn McKean, NCETA, thanked the Governing Board for the LCAP staff additions.

Ms. Christina Benson, NCETA, spoke regarding NCETA communication.

Ms. Lorena Dambois and Ms. Tricia Hernandez, NCETA, spoke regarding bargaining and health benefits.

Ms. Julia Romero, NCETA, spoke regarding catastrophic leave.

Mr. Jonathan Isaacs, NCETA, thanked the Governing Board for their support in fundraising for sixth grade camp.

Mr. Fabian Rodriguez, National City Chamber of Commerce, invited the Governing Board and community members to the South Bay Sustainability Fair.

Ms. Gloria Gonzales, NCETA, spoke regarding special education staffing.

11. AGENDA

11. A. Approve agenda.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, Approve Consent Calendar with the exception of item 12.C.IV, which was pulled to be brought forward at a future meeting, Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on August 23, 2017.

12.B. Administration

12.C. Human Resources

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

12.C.II. Pre-approval to hire temporary employees

12.C.III. The employee resignations/retirements on the attached list were accepted by Ms. Leticia Hernandez, Director, Human Resources.

12.C.IV. Approve the appointment of the attached as PAR Council Members for the 2017-2018 school year.

Item was pulled and will be brought forward at a future meeting.

12.D. Educational Services

12.E. Business Services

12.E.I. Adopt Resolution #17-18.04 relative to compliance with the Expenditure Limitation Initiative (Gann Limit-Attached).

Resolution number was corrected to #17-18.06.

12.E.II. Adopt Resolution #17-18.05 regarding “National School Lunch Week,” October 12-16, 2017.

Resolution number was corrected to #17-18.07.

12.E.III. Amend Contract #CT2220 with Fagen Friedman & Fulfroost, LLP for Legal Services.

12.E.IV. Amend Contract #CT3377 with Currier & Hudson, a Professional Corporation for Legal Services.

12.E.V. Amend Contract #CT3376 with Lozano Smith Attorneys at Law for Legal Services.

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

13. GENERAL FUNCTIONS

13.A. Approve Independent Contractor Agreement #CT3423 with Huard and Associates.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14. EDUCATIONAL SERVICES

14.A. Approve Independent Contractor Agreement #CT3421 with Tech4Learning to provide integrated professional learning using technology resources (Wixie) and project-based learning.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15. HUMAN RESOURCES

15.A. Adopt Changes in 2017-18 School Year Calendar for Administrative Assistants and Office Technicians.

Motion Passed: Adopt Changes Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15.B. Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) National Chapter 206 for the 2017-18 school year.

Motion Passed: Adopt proposal 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

15.C. Approve Agreement #CT3335 with the San Diego County Office of Education to provide the BTSA Induction Program to beginning teachers.

Motion Passed: Following discussion, Approve agreement 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

16. BUSINESS SERVICES

16.A. Presentation on year-end actual ending balances for the 2016-17 year and budget revisions to the 2017-18 adopted budget.

Mr. Chris Carson gave a presentation on the year-end actual ending balances for the 2016-17 year and budget revisions to the 2017-18 adopted budget.

16.B. Approve year-end actual ending balances for the 2016-17 year and approve budget revisions to the 2017-18 adopted budget.

Motion Passed: Approve year-end actual ending balances for the 2016-17 year and approve budget revisions to the 2017-18 adopted budget, 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

16.C. Authorize the Assistant Superintendent of Business Services to advertise for Bid #17-18-173 HVAC Upgrades at Olivewood and Palmer Way Schools.

Motion Passed: Authorize to advertise, Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

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

16.D. Approve contract #CT3414 with Currier and Hudson, APC for legal services.

Motion Passed: Approve contract Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
No Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Note: Errors in short agenda will be reconciled with long agenda to reflect approval rather than ratification of contracts.

16.E. Approve Contract #CT3415 with Fagen Friedman & Fulfroft, LLP for legal services.

Motion Passed: Approve contract Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Note: Errors in short agenda will be reconciled with long agenda to reflect approval rather than ratification of contracts.

16.F. Approve contract #CT3416 with Lozano Smith, LLP for legal services.

Motion Passed: Approve contract Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Note: Errors in short agenda will be reconciled with long agenda to reflect approval rather than ratification of contracts.

16.G. Approve contract #CT3417 with Atkinson, Andelson, Loya, Ruud & Romo (AALRR), a Professional Law Corporation for legal services.

Motion Passed: Approve contract Passed with a motion by Mr. Brian Clapper 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

Note: Errors in short agenda will be reconciled with long agenda to reflect approval rather than ratification of contracts.

16.H. Approve Contracts #CT3424, #CT3425, #CT3426, #CT3427, #CT3428, #CT3429, #CT3430, #CT3431, #CT3432, and #CT3433 with the YMCA of San Diego County for sixth grade camp.

Motion Passed: Approve Contracts 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

16.I. Appoint Ms. Anne Campbell to Measure HH Citizens' Bond Oversight Committees.

Motion Passed: Appoint Ms. Anne Campbell to Measure N and Measure HH Citizens' Bond Oversight Committees, Passed with a motion by Ms. Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. BOARD WORKSHOP

17. A. Review and discuss suggested revisions and updates to Board policies.

Due to the high quantity of policies to review, Board members conducted a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop will be brought forward at a subsequent Board meeting as consideration for adoption. BP and AR 5121 Grades/Evaluation Of Student Achievement were pulled for further edits and a second first reading.

18. BOARD/CABINET COMMUNICATIONS

Mr. Brian Clapper congratulated everyone. He shared that his visits to schools during the Elk's Dictionary giveaways were a success. He enjoyed his El Toyon site visit with Dr. Cindy Vasquez, was very impressed with the skills the students are learning using their Chromebooks.

Ms. Barbara Avalos expressed that she was impressed with the student presenters from Lincoln Acres. She thanked the Principal, Ms. Luz Vicario, for encouraging her father, Mr. Luis Vicario, to volunteer at different schools. She expresses how proud she is of all students and welcomed the new employees.

Ms. Alma Sarmiento commented that she enjoyed the student presentation and to see how knowledgeable the students are in their math skills. She congratulated and thanked the Volunteer and Employee of the month. She also thanked Ms. Anne Campbell for her help in volunteering. She thanked Dr. Brady for meeting with a grandparent and for addressing his concerns. She also congratulated Dr. Brady on her exceptional evaluation.

Ms. Maria Betancourt-Castañeda welcomed new staff, thanked the student presenters and Ms. Cruz. She congratulated the Volunteer and Employee of the month, and she thanked Ms. Ceseña for her help. She gave Ms. Avalos an early birthday wish.

Ms. Leticia Hernández welcomed new employees and congratulated staff on a wonderful job.

Mr. Christopher Carson recognized the great work the Business Department did in preparing the budget report and binders.

Ms. Paula Jameson-Whitney also thanked everyone present and congratulated all departments. She expressed her amazement with the student presenters and their level of knowledge. She thanked the FRC and community supporters for a wonderful retreat.

Dr. Leighangela Brady wished Ms. Barbara Avalos a happy birthday. She thanked the Governing Board for the wonderful feedback given in her evaluation. She invited the Board Members to the next PTA officers meeting. She also highlighted the important role of the Governing Board in reviewing policies, and thanked the Board for their due diligence.

President Maria Dalla thanked and congratulated Dr. Leighangela Brady on her evaluation. She praised the student presentation, thanked the honorees, and welcomed new employees.

20. ADJOURNMENT

The meeting was adjourned at 8:29 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **12.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: 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).

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

Comments: 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 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.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of July through September 2017, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:
Williams Quarterly Report

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 2017

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: Yvette Olea

Title: Executive Assistant to the Superintendent

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

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

Speaker: Leticia Hernandez, Director, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
October 11, 2017

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> | <u>Placement</u> | <u>Funding Source</u> |
|--------------------|------------------------|------------------------------|-------------------------|------------------------------|
|--------------------|------------------------|------------------------------|-------------------------|------------------------------|

Employment

| | | | | |
|---------------------|--|------------------|-----------------|--------------|
| 1. America Cueva | School Psychologist 6.58 hours per day 185 days per year Central, Lincoln Acres and Integrity Schools | October 12, 2017 | Class I, Step 1 | General Fund |
| 2. Amalia Hernandez | School Social Worker 6.58 hours per day 185 days per year District Office | October 30, 2017 | Class I, Step 1 | General Fund |

Temporary Employment

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Additional Duties

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Contract Extension/Change

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Unpaid Leave of Absence

| | | | | |
|--------------------|---------------------------------|---------------------------|---------------------|--|
| 3. Emily Caballero | Teacher Ira Harbison School | 2017 -2018 school year | Leave of absence | |
| 4. Lia Houck | Teacher Lincoln Acres School | 2017 -2018 school year | Leave of absence | |

CLASSIFIED STAFF RECOMMENDATIONS
October 11, 2017

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> | <u>Placement</u> | <u>Funding Source</u> |
|--------------------|------------------------|------------------------------|-------------------------|------------------------------|
|--------------------|------------------------|------------------------------|-------------------------|------------------------------|

Employment

| | | | | |
|--------------------------|---|------------------|---------------------|--------------|
| 5. Sandy Hindi | Registered Dietitian 8 hours per day 12 months per year Child Nutrition Services | October 12, 2017 | Range 35, Step 1 | General Fund |
| 6. Kara Morales | Library Media Specialist 7.5 hours per day 210 days per year Ira Harbison School | October 12, 2017 | Range 20, Step 1 | General Fund |
| 7. Julia Osuna Bojorquez | Custodian-Night 8 hours per day 12 months per year Palmer Way School | October 12, 2017 | Range 17, Step 1 | General Fund |

Contract Extension/Change

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Temporary Employment

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Unpaid Leave of Absence

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Agenda Item: **12.C.II. Pre-approval to hire temporary certificated employees.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: At the July 12, 2017 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent of Human Resources to offer employment to temporary certificated employees for the 2016-2017 school year.

The current authorization gives the Director of Human Resources preauthorization to hire 8 Temporary Classroom Teachers, 17 Temporary Overflow Teachers, 25 Temporary Impact Teachers, and 8 Temporary CELDT testers for the 2017-2018 school year. This preauthorization to hire temporary teachers is valid through September 15, 2017.

Comments: Pursuant to Education Code there are several types of temporary teacher contracts that the District utilizes:

One type of temporary certificated employee contract is for teachers hired and paid for with categorical funds, such as Title I. Typically, in our District, these are Impact Teachers.

A second type of temporary certificated employee contract is for Leave Replacement Temporary Teachers. These teachers are usually hired to backfill a vacancy created by a leave of absence.

A third type of temporary certificated employee contract is for a short-term assignment. This type of contract is utilized for teachers administering the annual California English Language Development Testing to students (CELDT Testers) and for Overflow Teachers who work with students who are not yet assigned to a classroom at the beginning of school year.

The law is very specific about the steps that are required to hire temporary certificated employees. Court rulings have ordered districts to hire temporary teachers as permanent employees when these steps are not followed. Prior to employment by the District, the employee must be told the position is temporary, it must be Board approved, and the employee must sign the contract before working.

Upon review of the procedures in Human Resources in 2009, the District was advised to have the Governing Board in the spring of each year authorize the Director of Human Resources to hire up to a set amount of temporary employees in each of the areas.

Since 2009, the Governing Board has approved an agenda item for this purpose each Spring. The Human Resources Department provides an agenda item each month 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.

Attachments:
Temporary Hires

| Temporary Hires Pre-Approved Impact Teacher 10/11/17 | | | |
|---|------------------------------|---------------------|-----------------------|
| Name | Position | Location | Effective Date |
| 1. Jennifer Medlin-Cardinale | Impact Teacher (22 of 25) | Ira Harbison School | September 15, 2017 |

Agenda Item: **12.C.III. Approve Classified Employee of the Year qualifications and nomination criteria for 2017-2018 school year.**

Speaker: Leticia Hernandez, Director of Human Resources

Quick Summary / Abstract: Each year, one classified employee is selected to be honored as Classified Employee of the Year. This employee is recognized at a Governing Board meeting and represents the National School District at the San Diego County Office of Education competition for County Classified Employee of the Year.

Comments: The Governing Board of the National School District is eager to honor outstanding classified employees. Employees will be selected from the classified employee categories of Child Nutrition Services, Maintenance and Operations, Instructional Assistants, Transportation Services, Special Services, and Office Services. From these employees the National School District Classified Employee of the Year will be selected. This individual will represent the National School District at the county level competition.

A District Employee of the Year Joint Recognition Planning Committee was formed to review the selection process for this honor. Based on committee recommendations, all nominations for District Classified Employee of the Year will be submitted directly to the Human Resources Department. The District Selection Committee will meet to review these nominations and finalists will be contacted for a brief personal interview by the committee. The committee will then select a District Classified Employee of the Year who will be nominated for San Diego County Classified Employee of the Year. The District Classified Employee of the Year and finalists will be honored at a Governing Board meeting in May of 2018.

Attachments:
Criteria for Classified Employee of the Year

2018 Classified Employee of the Year Criteria

The Classified Employee of the Year should have:

At least five (5) years of continuous service, monthly or hourly status. During that time, the individual should have performed his or her duties in such an outstanding manner that he or she significantly contributed to the functioning of the school district. This may or may not include functions outside the regular scope of his or her job duties. Additional volunteer work in service to the school district may be used to support a nomination. However, the basic qualification should involve the work done by the employee during the regular course of his or her employment.

Nominations should be based on:

- Dedication to the job
- Interest in school and community involvement (may include involvement in own community if the nominee resides outside of the district)
- Positive interpersonal relations with co-workers, students, parents and the community
- Their representation as a positive role model for the classified staff
- A talent for creativity/innovation
- Their display of an ability to adapt to changes, embrace new technologies
- An interest in professional growth and development
- A willingness to take the extra step

Candidates will be judged on the basis of work performance, including personal factors and unusual or outstanding characteristics or achievements, and contributions to the betterment of the school district.

Agenda Item: **12.C.IV. Approve Teacher of the Year qualifications and nomination criteria for 2018.**

Speaker: Leticia Hernandez, Director of Human Resources

Quick Summary / Abstract: A District Employee of the Year Joint Recognition Planning Committee was formed to review the selection process for this honor. Based on committee recommendations, school site committees will only forward nominees for District Teacher of the Year recognition who are willing to continue and fully participate in the selection process. The District Teacher of the Year Selection Committee will conduct classroom observations and personal interviews of those nominees who are chosen as finalists only. The District Teacher of the Year and all finalists will be honored at a Governing Board meeting in May.

Comments: Materials will be distributed to all personnel to nominate a District Teacher of the Year. The campaign seeks to identify exceptionally skillful and dedicated teachers and honor them for their contributions to education. Each school site in the National School District will form a Teacher of the Year School Site Committee to review nominations and forward up to two nominees to the Districtwide Selection Committee for District Teacher of the Year. The District Selection Committee will then select a District Teacher of the Year.

Attachments:
Criteria for Teacher of the Year

2018 Teacher of the Year Criteria

Qualifications:

1. Minimum of **eight** (8) years teaching in the National School District.
2. Major responsibilities include direct contact with students (administrative and supervisory personnel are ineligible).
3. Possession of teaching credential for any level between preschool and sixth grade.
4. Must continue to teach next school year (i.e., no plans for retirement or to work in administration.)

The candidate recommended for the County Teacher of the Year should be able to:

- Comment orally and in writing, both in person and through various media, on current issues and challenges that confront the educational community;
- Respond meaningfully, thoughtfully, and concisely to the many concerns that may be raised in public forums, concerns that may range from something as specific as how to resolve a playground argument, to issues of statewide impact such as credentialing requirements;
- Explain specific programs, instructional strategies, or activities they have developed or contributed to, how those efforts benefited students, and how the experiences can be helpful in other schools and to other teachers;
- Conduct demonstration lessons, acting as resource for fellow teachers and contributing to recruitment efforts.

Within this context, the selection committee will examine, in a balanced, critical, thoughtful, impartial, and fair manner:

- Personal growth, e.g., collegiate-level education, professional development activities, inservice training, and record of teaching and related experience;
- Commitment, e.g., efforts to help teaching colleagues enhance and improve their skills and strategies, involvement in educational development activities in the school and beyond, and participation in civic and community affairs;
- Personal attributes, e.g., the abilities to lead and to be an effective participant in group activities, creativity in approaching problems and challenges, and proficiency at communicating ideas clearly, concisely, and effectively;
- Professional skills, e.g., accomplishing a program of instruction based on school objectives, district goals, and state curriculum frameworks; using appropriate instructional techniques, methods, and materials to fulfill teaching objectives; providing timely and accurate assessments of student progress toward stated objectives; communicating student progress in a positive manner; employing appropriate techniques of classroom management that promote a suitable learning environment; modeling to students and parents belief in the equity of students regardless of gender, religious preference, or racial, ethnic, or linguistic background; assisting students in developing effective interpersonal skills and positive self-images; and meeting a wide range of professional responsibilities for self-development and for the development of the educational community.

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

Agenda Item: **12.D.I. Adopt Resolution #17-18.08 proclaiming October 23-27, 2017 as Red Ribbon Week in National School District.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Red Ribbon Week has been celebrated for 27 years by students in California Schools as an opportunity to showcase their support for a drug-free, tobacco-free and alcohol-free environment. We have come a long way in the last few years in supporting this healthy environment for our students by initiating Board Policy for a Drug-Free Workplace as well as a Tobacco-Free Workplace. We have also established a Zero Tolerance Policy and implemented policies and strategies to support the California Safe Schools Program.

Comments: In conjunction with school and community agencies all over San Diego County, we will take this opportunity to focus attention on this important message for our students. Students will be asked to participate in various activities at the school site. Bracelets will be available for students and staff, as well as some parents and community members.

See attached resolution

Attachments:
Resolution #17-18.08

National School District Resolution

#17-18.08

RED RIBBON WEEK

WHEREAS, alcohol, tobacco and drug abuse has reached pandemic stages in California and throughout the United States; and,

WHEREAS, it is imperative that community members launch unified and visible tobacco, alcohol and other drug prevention education programs and activities to eliminate the demand for these substances; and,

WHEREAS, the Red Ribbon Celebration will be observed across America during RED RIBBON WEEK, October 23-27, 2017; and,

WHEREAS, Parents, Youth, Government, Business, Law Enforcement, Schools, Religious Institutions, Service Organizations, Social Services, Health Services, Media and the General Public will demonstrate their commitment to drug-free communities by wearing and displaying Red Ribbon Week bracelets during this week-long celebration; and,

NOW THEREFORE, BE IT RESOLVED, that National School District does hereby support October 23-27, 2017 as RED RIBBON WEEK, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and,

BE IT FURTHER RESOLVED that National School District encourages all community members to pledge: “Respect Yourself, Be Drug Free.”

Resolution #17-18.08
October 11, 2017
Page 2

PASSED AND ADOPTED by the Governing Board of National School District on this 11th day of October, 2017, 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.E. Business Services |
| Agenda Item: | 12.E.I. Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2017-2018 school year. |
| Speaker: | Christopher Carson, Assistant Superintendent, Business Services |
| Quick Summary / Abstract: | <p>Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2016-2017 school year for the following individuals:</p> <p> Felipe De La Peña Isabel Silva Alfonso Denegri Deborah Hernandez Leticia Hernandez Kathy Melanese Will Mellman Meghann O'Connor Vanessa Lerma Brenna Baringer </p> <p>ASCD is a national organization that provides research-based information to professional educators on a series of current topics and trends in education related to leadership, instruction, staff development, and curriculum. Through monthly publications, consortiums, conferences, and video- based staff development programs, educators have access to various perspectives in modern education, both locally and internationally. Membership in ASCD provides individuals with access to their monthly Educational Leadership Journal, Education Update Newsletter, Curriculum Update Newsletter, and five free books each year. Members also have access to the ASCD website, which provides access to research-based materials, search capabilities, and archived information on educational trends and strategies at the K-12 level.</p> <p>This membership supports the development of the knowledge necessary to be an effective instructional leader in the District. Content covered in ASCD publications and professional development sessions is always timely and often is used to support teacher development and expertise as well.</p> |
| Comments: | Education Code Section 35172 only allows for the payment of memberships for schools or associations. There is no specific authority for the payment of individual memberships; therefore, governing boards must take specific action to approve the use of District funds for this purpose. |
| Financial Impact: | \$89.00 per member Annual Cost General Fund – Individual Site Discretionary Budgets |

Agenda Item: **12.E.II. Adopt Resolution #17-18.09 authorizing National School District to participate in the National Intergovernmental Purchasing Authority (NIPA) program for the purchase of supplies, materials, and equipment.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process.

One alternative is the NIPA program.

The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Comments: By giving the Business Services Department the authorization to purchase from the NIPA program, the District will save the time and expense of having to go out for formal bid. Together with the competitive pricing available through NIPA, the Business Services Department feels it is very much in the District's best interest to take advantage of this program.

The Governing Boards is being asked to approve NIPA resolution, which will give the National School District the opportunity to access these competitive prices when appropriate. It is important to point out that the administration is not asking for carte blanche authorization to purchase from NIPA. Administrators will continue to follow district policy, which requires Board approval for purchases of equipment, which exceeds \$10,000.

Attachments:
Resolution #17-18.09

National School District Resolution

#17-18.09

AUTHORIZING CONTRACTING PURSUANT TO VENDOR PARTNERSHIP WITH THE NATIONAL INTERGOVERNMENTAL PURCHASING AUTHORITY (NIPA)

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

WHEREAS, The Public Contract code contains certain exception to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

WHEREAS, One alternative is the National Intergovernmental Purchasing Authority (NIPA) program. This will save the district the time and expense of having to go out for a formal bid, and

WHEREAS, Education Code Section 17595 authorizes district to purchase material, equipment, and supplies.

BE IT RESOLVED by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the National Intergovernmental Purchasing Authority (NIPA) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the NIPA contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #17-18.09
October 11, 2017
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 11th day of October 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Authorize the Superintendent to sign Memorandum of Understanding (MOU) between the District, San Diego County Office of Education (SDCOE), and 40 additional County School Districts to Resolve Current Issues Resulting From Implementation of the PeopleSoft Program, and to Develop a Strategy to Continue to Improve Performance of the Program.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: County school districts and SDCOE have mutually determined that it is in the best interest of all parties to together identify and resolve issues and concerns related to SDCOE's MITI Implementation pursuant to the terms and conditions contained within this MOU. A significant cost savings to National School District is outlined below.

Comments: In 2013, as part of its Modernization, Improvement, and Transformation Initiative ("MITI"), SDCOE expressed the desire to implement a County-wide Enterprise Resource Planning ("ERP") system, called PeopleSoft. SDCOE intended to modernize systems across the County – which previously varied both in software type and functionality – in order to allow SDCOE to provide human capital management to the County's school districts. SDCOE endeavored to provide a County-wide, fully functioning, integrated ERP solution to replace existing software systems throughout San Diego County for and with County school districts in an effort to provide greater ease of use and more consistent monitoring and oversight from SDCOE.

In order to commence implementation, SDCOE and County school districts entered into a series of Memorandums of Understanding and Memorandums of Agreement ("Prior MITI MOUs").

Pursuant to the Prior MITI MOUs, each of the participating County school districts were required to contribute two forms of payment to SDCOE: initial one-time implementation costs and continuing annual maintenance, upgrade, and support fees.

SDCOE's MITI Implementation continues to develop functionality to be fully implemented as promised in the original ERP scope included in County school districts' Prior MITI MOUs. As such, SDCOE did not foresee or forewarn County school districts that there may be unanticipated additional costs associated with the MITI implementation, such as the funding of new positions, training, and overtime expenses to ensure compliance with required deadlines.

Recommended Motion: Authorize the Superintendent to sign Memorandum of Understanding (MOU) between the District, San Diego County Office of Education (SDCOE), and 40 additional County School Districts to Resolve Current Issues Resulting From Implementation of the PeopleSoft Program, and to Develop a Strategy to Continue to Improve Performance of the Program.

Financial Impact: Cost Savings as follows:
\$96,488 Repayment from SDCOE to NSD of 25% Implementation Fees
\$82,097 2017-18 County Fees Waived (\$15.40 per ADA for HCM, Finance, and Support)
\$82,097 2018-19 County Fees Waived (Estimated \$15.40 per ADA for HCM, Finance,
and Support)
General Fund

Attachments:
MITI MOU

MEMORANDUM OF UNDERSTANDING

between
Public School Districts operating within San Diego County (“County LEAs”)
and the
San Diego County Office of Education (“SDCOE”)

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), effective as of the Effective Date, September 1, 2017 is entered into by and between the public school districts organized and existing under the laws of the State of California, operating within San Diego County, that utilize the SDCOE PeopleSoft system (“**County LEAs**”), and the San Diego County Office of Education (“**SDCOE**”), for the mutual benefit of the Parties regarding the resolution of concerns related to SDCOE’s implementation of a county-wide Enterprise Resource Planning system (“**MITI Implementation**”). County LEAs and SDCOE may be referred to in this MOU collectively as the “Parties” or individually as a “Party” or by name.

RECITALS

1. WHEREAS, the mission of the SDCOE, as a world-class educational leader and trusted partner, is to transform public education and guarantee high levels of student achievement. In partnership with local school districts and the global learning community, the SDCOE will research and apply innovative 21st century practices; leverage resources; develop strategic alliances; inspire powerful leadership; and provide exemplary customized services to districts, communities and the students in all County Office-operated programs;
2. WHEREAS, the County LEAs endeavor to provide high quality educations to their students in welcoming and engaging environments;
3. WHEREAS, County LEAs participate in and receive software and services from SDCOE for personnel, payroll, financial, and additional related matters;
4. WHEREAS, SDCOE endeavored to provide a county-wide, fully functioning, integrated Enterprise Resource Planning solution to replace existing software systems throughout San Diego County for and with County LEAs;
5. WHEREAS, in order to commence its MITI Implementation, SDCOE and County LEAs entered into a series of Memorandums of Understanding and Memorandums of Agreement (“Prior MITI MOUs”), attached collectively hereto as Exhibit A and incorporated herein by this reference;
6. WHEREAS, pursuant to the Prior MITI MOUs, each of the County LEAs have been required to contribute two forms of payment to SDCOE: initial one-time implementation costs and continuing annual maintenance, upgrade, and support fees;
7. WHEREAS, the SDCOE MITI Implementation continues to develop functionality to be fully implemented as promised in the original ERP Scope included in County LEAs Prior MITI MOUs;

8. WHEREAS, the SDCOE did not foresee or forewarn County LEAs that there may be unanticipated additional costs associated with the MITI Implementation, such as the funding of new positions, training, and overtime expenses to ensure compliance with required deadlines; and

9. WHEREAS, County LEAs and SDCOE have mutually determined that it is in the best interest of the Parties to together to identify and resolve issues and concerns related to SDCOE's MITI Implementation pursuant to the terms and conditions contained within this MOU.

AGREEMENT

NOW THEREFORE, the Parties enter into this MOU and agree as follows:

1. Recitals. The recitals set forth above are true.
2. Consideration.
 - a. SDCOE's Obligations. In consideration for the County LEAs' releases and waivers contained herein, SDCOE shall:
 1. Publically recognize and thank the County LEAs and each of their, respective, Business Services, Human Resources, and Information Technology personnel for their hard work and efforts in relation to the MITI Implementation to date;
 2. Implement a fully functioning, integrated Enterprise Resource Planning solutions under the scope of services, terms and conditions of the Prior MITI MOUs with the assistance of a team selected by County LEAs;
 - a. In order to implement a fully functioning, integrated Enterprise Resource Planning solutions under the scope of services, terms and conditions of the Prior MITI MOUs, the County Superintendent with the Superintendent of La Mesa-Spring Valley Schools, and the Superintendent of Cajon Valley Union School District shall compose a steering committee made up of no more than 15 members representing County LEAs along with the Assistant Superintendent of Technology for SDCOE ("Steering Committee");
 - b. The purpose of the Steering Committee will be to assess the health of the PeopleSoft system and the quality of all associated support services provided by SDCOE and to advise the County Superintendent on recommended steps to resolve deficiencies discovered through the assessment;

- c. An independent, unbiased, and reputable professional research firm shall be selected by the Steering Committee to perform a thorough assessment of PeopleSoft and all associated support services;
 - d. SDCOE shall cover the full cost of the assessment;
 - e. The Steering Committee shall provide the results of the assessment to the County Superintendent and all County LEAs that utilize the SDCOE PeopleSoft system. The County Superintendent shall work collaboratively with the Steering Committee in the allocation of requisite resources and implementation of measures to resolve deficiencies discovered.
- 3. Recognize the additional unanticipated costs incurred by participating County LEAs and refund 25% of the initial implementation fees with no County LEA district receiving less than \$1,000.00. In addition, waive any and all of the County LEAs' fees, including support, maintenance, and upgrade fee contributions, related to the MITI Implementation for the 2017-18 and 2018-19 fiscal years while the Steering Committee assesses the system and support services ("Fee Moratorium").;
- 4. Upon the conclusion of the Fee Moratorium, future maintenance and support fees shall be reestablished at a rate not to exceed the 2017-2018 published fees, increased by the 2017-18 and 2018-19 COLAs in the State Budget; and
- 5. SDCOE shall reimburse the Cajon Valley Union School District ("CVUSD") for the CVUSD's attorneys' fees incurred on behalf of the County LEAs arising out of or related to the MITI Implementation and the development of this MOU.
- b. County LEAs' Obligations. In exchange for the above consideration, and except as set forth herein, the County LEAs completely release and forever discharge SDCOE, its Board of Trustees, agents, officers, employees, attorneys, successors, predecessors, and insurers from any and all expenses, debts, demands, costs, and other actions or liabilities of every nature, whether in law or in equity, that they may have or may claim to have as a result of, or in any way related to, SDCOE's MITI Implementation to date, including but not limited to any claims for financial damages up to and including the date this MOU is executed.
- c. This MOU and release is made notwithstanding section 1542 of the California Civil Code which provides in part:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.

3. Tax Consequences. The Parties makes no representations regarding the federal or state tax consequences of any payments or fee waivers under this MOU.

4. Entire Agreement. This MOU constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained herein. If the terms and conditions of this MOU conflict with any and all prior understandings, terms, or conditions, written, oral, express, or implied, including Prior MITI MOUs, the conflicting terms of all prior agreements and understandings are superseded by this MOU.

5. Amendments. This MOU cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

6. Binding Effect. This MOU is for the benefit of, and shall be binding on, all Parties and their respective successors, heirs, and assigns.

7. Attorneys' Fees and Costs. Except as provided for in Section 2(a)(5) of this MOU, each Party shall bear its own attorneys' fees and costs arising out of or related to the MITI Implementation and the development of this MOU.

8. Other Documents and Cooperation. All Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize and implement this MOU.

9. Execution by Facsimile or in Counterparts. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any Party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

10. Severability. If any provision of this MOU is held to be void, voidable, or unenforceable, the remaining portions of the MOU shall remain in full force and effect.

11. Interpretation. The language of all parts of this MOU shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

12. County LEAs Defined. The term "County LEAs" includes the public school districts operating within San Diego County that utilize the SDCOE PeopleSoft system, their agents, officers, employees, attorneys, successors, predecessors, insurers, and members of their Boards of Trustees.

13. SDCOE Defined. The term “SDCOE” includes the San Diego County Office of Education, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the Board of Trustees.

14. Voluntary Agreement. The Parties represent that their authorized designees have read this MOU and its attachments, if any, in full and understand and voluntarily agree to all such provisions. The Parties further declare that, prior to signing this MOU, their authorized designees apprised themselves of relevant data, through sources of their own selection, including consultation with their own attorneys, in deciding whether to execute this MOU. The Parties further represent that each signatory has, as of the Date of Execution of this MOU, the authority and the legal capacity to understand, agree to, and sign this MOU, and that he or she has not assigned any rights or claims related hereto to any third party.

IN WITNESS WHEREOF, the parties have executed this MOU on the date set forth below (“Date of Execution”).

COUNTY LEAs

Dated: _____
Name: _____

Title: _____
Alpine Union School District

Dated: _____
Name: _____

Title: _____
Bonsall Unified School District

Dated: _____
Name: _____

Title: _____
Borrego Springs Unified School District

Dated: _____
Name: _____

Title: _____
Cajon Valley Union School District

Dated: _____

Name:

Title:

Cardiff School District

Dated: _____

Name:

Title:

Carlsbad Unified School District

Dated: _____

Name:

Title:

Chula Vista Elementary School District

Dated: _____

Name:

Title:

Coronado Unified School District

Dated: _____

Name:

Title:

Dehesa School District

Dated: _____

Name:

Title:

Del Mar Union School District

Dated: _____

Name:

Title:

Encinitas Union School District

Dated: _____

Name:

Title:

Escondido Union High School District

Dated: _____

Name:

Title:

Escondido Union School District

Dated: _____

Name:

Title:

Fallbrook Union Elementary School District

Dated: _____

Name:

Title:

Fallbrook Union High School District

Dated: _____

Name:

Title:

Grossmont Union High School District

Dated: _____

Name:

Title:

Jamul-Dulzura Union School District

Dated: _____

Name:

Title:

Julian Union High School District

Dated: _____

Name:

Title:

Julian Union School District

Dated: _____

Name:

Title:

La Mesa-Spring Valley School District

Dated: _____

Name:

Title:

Lakeside Union School District

Dated: _____

Name:

Title:

Lemon Grove School District

Dated: _____

Name:

Title:

Mountain Empire Unified School District

Dated: _____

Name:

Title:

National School District

Dated: _____

Name:

Title:

Oceanside Unified School District

Dated: _____

Name:

Title:

Poway Unified School District

Dated: _____

Name:

Title:

Ramona Unified School District

Dated: _____

Name:

Title:

Rancho Santa Fe School District

Dated: _____

Name:

Title:

San Dieguito Union High School District

Dated: _____

Name:

Title:

San Marcos Unified School District

Dated: _____

Name:

Title:

San Pasqual Union School District

Dated: _____

Name:

Title:

San Ysidro School District

Dated: _____

Name:

Title:

Santee School District

Dated: _____

Name:

Title:

Solana Beach School District

Dated: _____

Name:

Title:

South Bay Union School District

Dated: _____

Name:

Title:

Spencer Valley School District

Dated: _____

Name:

Title:

Sweetwater Union High School District

Dated: _____

Name:

Title:

Vallecitos School District

Dated: _____

Name:

Title:

Valley Center-Pauma Unified School District

Dated: _____

Name:

Title:

Vista Unified School District

Dated: _____

Name:

Title:

Warner Unified School District

SAN DIEGO COUNTY OFFICE OF EDUCATION:

Dated: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

COUNSEL FOR COUNTY LEAs

Dated: _____

Peter K. Fagen

Fagen Friedman & Fulfrost

COUNSEL FOR SAN DIEGO COUNTY OFFICE OF EDUCATION:

Dated: _____

By: _____

Name:

00109-00109/4085324.5

| | |
|---------------------------|--|
| Agenda Item: | 14. POLICIES, REGULATIONS, BYLAWS |
| Agenda Item: | 14.A. First reading of Board Policies and Administrative Regulations presented in Exhibit A. |
| Speaker: | Leighangela Brady, Superintendent |
| Quick Summary / Abstract: | On September 13, 2017, during a Board workshop discussing policy revisions, BP and AR 5121 were pulled for further revisions. A revised BP and AR 5121 are presented in (Exhibit A) for first reading. |
| Comments: | <p>A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.</p> <p>In 2017-18, National School District began a comprehensive review of all of its policies. Because of the large volume of policies (more than 650), this process was divided into three parts:</p> <p>Part 1: Administrative Policies and Board Bylaws Part 2: Students and Instruction Part 3: Business and Noninstructional Operations, Personnel, and Facilities</p> <p>Suggested policy revisions and updates for Part 1: Administrative Policies and Board Bylaws were presented to the Governing Board for first reading during a Special Board meeting held on February 8, 2017, and adopted by the Governing Board on February 22, 2017.</p> <p>Suggested policy revisions and updates for Part 2: Students and Instruction (along with ongoing updates for Administrative Policies and Board Bylaws) were presented to the Governing Board for first reading during a Regular Board meeting held on July 12, 2017 (See Exhibit C), and discussed during a Board workshop on September 13, 2017.</p> <p>Suggested policy revisions and updates for Part 3: Business and Noninstructional Operations, Personnel, and Facilities (along with ongoing updates) are slated to be completed toward the end of the calendar year.</p> |
| Attachments: | Exhibit A |

Agenda Item: **14.B. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: These Board Policies and Administrative Regulations were submitted for a first reading at the July 12, 2017 Board meeting in Exhibit C, and discussed by the Governing Board during a Board workshop on September 13, 2017. All recommended changes discussed on September 13, 2017 will be reflected in the policies as submitted to CSBA upon adoption.

Comments: During the Board workshop on September 13, 2017, BP and AR 5121 Grades/Evaluation Of Student Achievement were pulled for further edits, and a second first reading.

Recommended Motion: Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Attachments:
Maintenance Service Checklist

| POLICY | TITLE | OPTIONS/BLANKS | ADOPT DATE |
|---------------|---|---|-------------------|
| BP 0460 | Local Control and Accountability Plan | | 10/11/17 |
| BP 1312.3 | Uniform Complaint Procedures | | 10/11/17 |
| AR 1312.3 | Uniform Complaint Procedures | Fill in Blanks Assistant Superintendent of Educational Services 1500 N Avenue, National City CA 91950 619-336-7742 pjwhitney@nsd.us OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/> | 10/11/17 |
| BP1340 | Access to District Records | | 10/11/17 |
| BP 2121 | Superintendent's Contract | | 10/11/17 |
| BP 5030 | Student Wellness | Fill in Blanks Director of Business Support Services 619-336-7735 jhansen@nsd.us | 10/11/17 |
| BP 5111 | Admission | | 10/11/17 |
| BP 5111.1 | District Residency | OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/> | 10/11/17 |
| AR 5111.1 | District Residency | | 10/11/17 |
| AR 5111.12 | Residency Based on Parent/Guardian Employment | Delete AR <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | DELETE |
| BP 5113 | Absences and Excuses | | 10/11/17 |
| AR 5113 | Absences and Excuses | | 10/11/17 |

| POLICY | TITLE | OPTIONS/BLANKS | ADOPT DATE |
|---------------|---|--|-------------------|
| BP 5116.1 | Intradistrict Open Enrollment | Fill in Blanks February 1 to April 30 | 10/11/17 |
| AR 5116.1 | Intradistrict Open Enrollment | | 10/11/17 |
| BP 5116.2 | Involuntary Student Transfers | | 10/11/17 |
| BP 5117 | Interdistrict Attendance | OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/> | 10/11/17 |
| BP 5123 | Promotion/Acceleration/Retention | OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/> | 10/11/17 |
| AR 5125.3 | Challenging Student Records | | 10/11/17 |
| BP 5131.62 | Tobacco | | 10/11/17 |
| BP 5141.21 | Administering Medication & Monitoring Health Conditions | | 10/11/17 |
| AR 5141.21 | Administering Medication & Monitoring Health Conditions | | 10/11/17 |
| BP 5145.3 | Nondiscrimination/Harassment | | 10/11/17 |
| AR 5145.3 | Nondiscrimination/Harassment | Fill in Blanks Director of Student Services 1500 N Avenue National City CA 91950 619-336-7740 moconnor@nsd.us | 10/11/17 |
| E 5145.6 | Parental Notifications | | 10/11/17 |
| BP 5145.7 | Sexual Harassment | | 10/11/17 |

| POLICY | TITLE | OPTIONS/BLANKS | ADOPT DATE |
|---------------|--|--|-------------------|
| AR 5145.7 | Sexual Harassment | Fill in Blanks Director of Student Services 1500 N Avenue National City CA 91950 619-336-7740 moconnor@nsd.us | 10/11/17 |
| BP 5148.2 | Before/After School Programs | OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/> | 10/11/17 |
| AR 5148.2 | Before/After School Programs | | 10/11/17 |
| BP 5148.3 | Preschool/Early Childhood Education | | 10/11/17 |
| BP 6117 | Year-Round Schedules | | 10/11/17 |
| BP 6142.2 | World/Foreign Language Instruction | | 10/11/17 |
| AR 6142.2 | World/Foreign Language Instruction | | 10/11/17 |
| BP 6142.94 | History-Social Science Instruction | | 10/11/17 |
| BP 6144 | Controversial Issues | | 10/11/07 |
| AR 6158 | Independent Study | | 10/11/17 |
| AR 6164.41 | Children with Disabilities Enrolled by Their Parents in Private School | | 10/11/17 |
| BP 6173 | Education for Homeless Children | | 10/11/17 |
| BP 6173 | Education for Homeless Children | Fill in Blanks Director of Student Support Services 619-336-7740 moconnor@nsd.us | 10/11/17 |
| BP 6174 | Education for English Learners | | 10/11/17 |
| BP 6174 | Education for English Learners | | 10/11/17 |

| POLICY | TITLE | OPTIONS/BLANKS | ADOPT DATE |
|---------------|--|---|-------------------|
| E 6174 | Education for English Learners | Delete AR <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | DELETE |
| BP 6177 | Summer Learning Programs | OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/> | 10/11/17 |
| BP 6179 | Supplemental Instruction | | 10/11/17 |
| BB 9012 | Board Member Electronic Communications | | 10/11/17 |
| BB 9240 | Board Training | | 10/11/17 |
| BB 9250 | Remuneration, Reimbursement and Other Benefits | | 10/11/17 |
| BB 9324 | Minutes and Recordings | | 10/11/17 |

| | |
|---------------------------|---|
| Agenda Item: | 15. EDUCATIONAL SERVICES |
| Agenda Item: | 15.A. Approve Memorandum of Understanding with South Bay Community Services for Preschool Program Staff Services. |
| Speaker: | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| Quick Summary / Abstract: | <p>The San Diego County Office of Education requires that continuing contracts for services to be performed be renewed every five years. The South Bay Community Services Agreement to provide Preschool Program Staff Services is due for renewal.</p> <p>This Memorandum of Understanding (MOU) used to be a part of a joint MOU for National City Collaborative Services and Preschool Services. The original MOU was last renewed in 2012. The National City Collaborative portion of MOU was revised and approved in July of 2017. This MOU will complete to process of renewal for the Preschool Program.</p> |
| Recommended Motion: | Approve Memorandum of Understanding with South Bay Community Services for Preschool Program Staff Services. |
| Financial Impact: | <p>Contract costs: Not to exceed \$950,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual Cost</p> <p>Head Start, State Preschool, and Quality Preschool Initiative Funds</p> |
| Attachments: | SBCS PS MOU |

**AN AGREEMENT TO
AMEND THE CONTRACT BETWEEN SOUTH BAY COMMUNITY SERVICES
AND THE NATIONAL SCHOOL DISTRICT PRESCHOOL PROGRAM**

THIS AGREEMENT, made and entered into this 11th day of October 2017, by and between SOUTH BAY COMMUNITY SERVICES, a community-based California nonprofit public benefit corporation, hereinafter called “**SOUTH BAY COMMUNITY SERVICES**” or “**SBCS**” and THE NATIONAL SCHOOL DISTRICT, an agency of the State of California, hereinafter called “**DISTRICT**” which contracts with SOUTH BAY COMMUNITY SERVICES for Preschool Program Staff.

The Parties agree:

I. SERVICES TO BE PROVIDED

In accordance with the applicable provisions of the Education Code, State Preschool Program, Head Start, Quality Preschool Initiative, and other appropriate guidelines:

A. **SOUTH BAY COMMUNITY SERVICES** shall provide **DISTRICT** with Preschool Program Staff personnel and personnel services which may include but are not limited to:

1. Announcement, advertisement, screening, employment, for various SBCS staff positions to be assigned to the **DISTRICT** Preschool Program classified as Full-time, Part-time, and On-Call to include but are not limited to:
 - a. Preschool Teacher
 - b. Care Coordinator / Social Worker
 - c. Family Services Liaison
 - d. Head Start Home-Based Teacher
2. Educational presentations, development and training sessions, and follow-up services for appropriate Staff. **SBCS** employees assigned to the **DISTRICT** Preschool Program will be required to complete an Injury & Illness Prevention Program in the Workplace training, Preventing Sexual Harassment in the Workplace training, and be trained in the HHSA Mandated Reporter procedures.
3. Ensuring that all **SBCS** employees assigned to the **DISTRICT** Preschool Program meet pre-employment requirements and certifications as are

applicable to the position such as TB testing (re-certify every four years), health examination, Live Scan, drug test, and other **SOUTH BAY COMMUNITY SERVICES** employment requirements.

4. In collaboration with the **DISTRICT** oversee the preparation of Annual Employee Development Plans to ensure proper completion of required areas.
5. **SBCS** employees assigned to the **DISTRICT** Preschool Program will not be eligible for salary increases of COLA's unless otherwise approved by the **DISTRICT's** Director of Early Childhood Programs.
6. Other appropriate staff and volunteer support services as determined and agreed to by **SOUTH BAY COMMUNITY SERVICES**.

B. The **DISTRICT** shall provide:

1. Site supervision of the **DISTRICT** Preschool Program.
2. Preparation of Annual Employee Development Plans.
3. Adequate and appropriate space for service provision.
4. Payment to **SOUTH BAY COMMUNITY SERVICES** on an actual cost basis, including a 6% Personnel Processing Fee, to be made upon receipt of itemized monthly invoices. Costs for **SBCS** employees assigned to the **DISTRICT** Preschool Program will be billed ensuring that account codes are identified.

II. VACATION AND HOLIDAY SCHEDULES

SBCS staff assigned to the DISTRICT Preschool Program are required to meet work schedule requirements mandated by the **DISTRICT's** Annual School Calendar. As a result, there are two legal holidays that may create a conflict in scheduling each year; they include President's Day and Columbus' Day. **SBCS** employees assigned to the **DISTRICT** Preschool Program will be able to switch these days as needed to meet work schedule requirements. This action may result in employees shifting their paid holidays to other available dates.

Additionally, **SBCS** employees assigned to the **DISTRICT** Preschool Program will be required to take furlough days each school calendar year (Unpaid Leave). Number of furlough days will depend on budget negotiations and subject to approval from NSD School Board. **SBCS** employees assigned to the **DISTRICT** Preschool Program will be required to have a zero balance in their paid vacation account by June 30th of each year. To the extent that any **SBCS** employees assigned to the **DISTRICT** Preschool Program have any accrued and unused paid vacation as of June 30th, they will be required to accept pay in lieu thereof.

III. TERM AND TERMINATION

All other Terms and Conditions remain per the original contract. The term of this Agreement shall begin October 11, 2017, and remain ongoing until either party decides to terminate said agreement upon providing the other party with thirty (30) days written notice of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

NATIONAL SCHOOL DISTRICT

SOUTH BAY COMMUNITY SERVICES,
a California nonprofit public benefit
corporation

Leighangela Brady, Ed.D.
District Superintendent

Kathryn Lembo
President and CEO

October 11, 2017
National School District
Governing Board Approval Date

Agenda Item: **15.B. Approve Consultant Contract #CT3434 with Dr. Maria DaVenza Tillmans to provide instruction in philosophical discussions for El Toyon students.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Dr. Tillmans has been providing guest instruction in philosophy for children, with support of classroom teachers, on a volunteer basis for months. While this has been beneficial to the handful of classes she has worked with, we would like for her to be paid to continue at El Toyon, and to expand her services to include each El Toyon class.

Dr. Tillmans uses a literature and discussion-based approach to teaching philosophy, with student writing as follow-up. Philosophy for K-12 students has been shown by research to promote socio-emotional growth, independent thinking, and positive self-esteem in children and adolescents. Additionally, studying philosophy hones analytical thinking, reading comprehension, logical argumentation skills, all of which are required by common core standards.

According to the handful of teachers whose students Dr. Tillmans has served, the discussions also helped the teacher's ability to effectively facilitate class and small-group discussions.

Comments: The work would take place on Tuesday during the regular instructional day, in classrooms at El Toyon. Dr. Tillmans would do weekly sessions in classrooms for three-to-four weeks at a time, before rotating to the next class. She would work with the principal and classroom teachers to ensure best scheduling of specific times.

Recommended Motion: Approve Consultant Contract #CT3434 with Dr. Maria DaVenza Tillmans to provide instruction in philosophical discussions for El Toyon students.

Financial Impact: Contract costs: \$1,200
Additional staffing costs: \$0
Other costs: \$500
One time cost
Site LCFF Funds

Attachments:
CT3434

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

Contract No. CT3434

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

Maria DaVenza Tillmans

5530 Renaissance Avenue

Contractor

Taxpayer ID Number

Mailing Address

San Diego CA 92122, 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. Dr. Maria DaVenza Tillmans will provide instruction in philosophical discussions to El Toyon students during the 2017-2018 school year.

(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 October 18, 2017, and will diligently perform as required and complete performance by May 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Thousand Two Hundred Dollars (\$ 1,200.00). District shall pay Contractor according to the following terms and conditions:

Vendor shall submit invoice to Business Services for payments. Payments will be done in two installments, \$600 in December 2017 and \$600 in June 2018.

(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:
- NA
-

(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:

NA

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: 5530 Renaissance Avenue
San Diego, CA 92122

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 12 day of October, 2017.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent
Chris Carson

Typed or Printed Name
Assistant Superintendent, Business Services

Title

Signature of Authorized Agent

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 10/11/2017

(Area Code) Telephone Number

| | |
|---------------------------|---|
| Agenda Item: | 15.C. Approve Contract #CT3435 with Soren Bennick Productions, Inc. for an anti-bullying show/performance at Kimball School. |
| Speaker: | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| Quick Summary / Abstract: | Bullying can threaten student's physical and emotional safety at school and can negatively impact their ability to learn. Therefore, we are requesting to have Soren Bennick Productions, Inc. do two presentations; one for lower grade levels and the other for upper grade. This presentation will reinforce positive social interactions and inclusiveness - all students feeling empowered in the face of bullies. |
| Comments: | The Power of One is a series of skits presented by actors who use boxes, colours, and masks to vividly portray what bullying is, what can be done about it, and how every child has the power of one, the power to report and deal with bullying when they see it. |
| Recommended Motion: | Approve Contract #CT3435 with Soren Bennick Productions, Inc. for an anti-bullying show/performance at Kimball School. |
| Financial Impact: | Contract costs: \$850 Additional Staffing costs: \$0 Other costs: \$0 One time cost Site Funds |
| Attachments: | CT3435 |

01 - 00 - 0980 - 000 - 1110 - 1000 - 5800 - 100 - 400
Fund Res Goal Function Object School

Contract No. CT3435

National School District Lecturer/Performer Agreement

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

SOREN BENNICK PRODUCTIONS 1350 E. FLAMINGO, SUITE 271
Contractor Taxpayer ID Number Mailing Address

LAS VEGAS NV 89119, hereinafter referred to as "Contractor."
City State Zip Code

1. Services to be provided by Contractor. BULLY PREVENTION SHOW at
KIMBALL ELEMENTARY.
Location

2. Term. Contractor shall provide services under this Agreement on
NOVEMBER 9, 2017.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed EIGHT HUNDRED AND FIFTY DOLLARS Dollars (\$850.00). District shall pay Contractor within 15 days of receipt of invoice by Business Services.

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

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

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

| District Name | Address | State | Zip | Phone |
|---------------|---------|-------|-----|-------|
|---------------|---------|-------|-----|-------|

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

CHRISTOPHER CARSON

Typed or Printed Name

ASST. SUPT., BUSINESS SERVICES

Title

Board Approval Date: _____

Signature of Authorized Agent

SOREN BENNICK PRODUCTIONS

Typed Name

Social Security or Taxpayer I. D. No.

(866) 816-5808

(Area Code) Telephone Number

| | |
|---------------------------|---|
| Agenda Item: | 15.D. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan. |
| Speaker: | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| Quick Summary / Abstract: | <p>The Federal Education in Secondary and Elementary School Act (ESEA) requires that every school district in receipt of Title I funds annually conduct an evaluation of student progress and program effectiveness.</p> <p>In tonight's presentation of the District's annual evaluation of student and program progress, Assistant Superintendent Paula Jameson-Whitney will:</p> <ul style="list-style-type: none"> • Review District Priorities from 2016-2017 • Present California Assessment of Student Performance and Progress (CAASSP) data • Identify areas of success and challenges still faced • Review the implementation of District Plan (Local Education Agency Plan and Local Control Accountability Plan) • Present 2017-2018 strategic actions • Homeless Population • California Healthy Kids Survey • LCAP Local Indicators |

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| Agenda Item: | 16. HUMAN RESOURCES |
| Agenda Item: | 16.A. Approve Memorandum of Understanding with the San Diego County Office of Education to provide the SDCOE Preliminary and Clear Administrative Services Credential programs for administrators. |
| Speaker: | Leticia Hernandez, Director of Human Resources |
| Quick Summary / Abstract: | Effective 2017, as required by California Teacher Credential Department, all districts with participants enrolled in SDCOE's Administrative Services Credentials programs must have a signed Memorandum of Understanding. The Memorandum of Understanding details SDCOE's administrative program expectations, field experience needs, and job-embedded coaching requirements. The term of the contract shall be for the 2017-2022 school years, beginning October 12, 2017. |
| Comments: | The San Diego County Office of Education's Administrative Services Credential programs are designed to provide an interrelated, cohesive set of developmental learning experiences that prepare new and aspiring administrators. In order for our partnership to continue, the Memorandum of Understanding will need to be in place. We currently do not have any participants, but could have participants in the future. Implementation of the MOU occurs at zero cost to the institution. Fees are responsibility of the individuals enrolled in the Administrative Services Credential Program. |
| Recommended Motion: | Approve Memorandum of Understanding with the San Diego County Office of Education to provide the SDCOE Preliminary and Clear Administrative Services Credential programs for administrators. |
| Financial Impact: | Contract costs: \$0 Additional staffing costs: \$0 Other costs \$0 |
| Attachments: | SDCOE MOU |

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

AND

LOCAL EDUCATION AGENCIES WITH CANDIDATES FOR ENROLLMENT IN PRELIMINARY AND/OR CLEAR ADMINISTRATIVE SERVICES CREDENTIAL PROGRAMS WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

This Agreement is made and entered into by the **DISTRICT/LEA**, hereinafter referred to as **INSTITUTION**, and San Diego County Superintendent of Schools hereinafter referred to as **SDCSS**.

I. PURPOSE & SCOPE

This Memorandum of Understanding (MOU) sets forth the terms and understanding to provide an articulation pathway for (1) SDCSS Preliminary Administrative Services Credential Program (PASC) candidates to pursue authentic leadership development field experiences through INSTITUTION, **AND** (2) SDCSS Clear Administrative Services Credential Program (CASC) candidates to pursue authentic leadership development field experiences through INSTITUTION and to participate in leadership professional learning and support as sponsored by SDCSS.

II. BACKGROUND

- The core purpose of the SDCSS Administrative Services Credential programs is to provide an innovative, high quality leadership preparation and growth pathway, grounded in evidence-based practices, for candidates to acquire their preliminary and clear Administrative Services Credentials. The programs achieve this by developing systems-thinking leaders who strategically build capacity in their organizations to ensure equity and access for each and every student.
- The program was specifically designed with local school district needs in mind. Input from San Diego County superintendents has contributed to the design of the programs to ensure that school leaders were equipped to effectively serve student and adult learning needs in their respective districts, and to promote principles of responsible citizenship and the critical role of schooling in a democratic society.
- The program goals are grounded in the SDCOE Systems Leadership Framework that was developed based upon needs of San Diego County districts and aligned to the California Administrator Performance Expectations (CAPEs) and California Performance Standards for Educational Leaders (CPSEL). The framework was developed from a synthesis of seminal research around learning organizations, organizational health and performance, and high leverage evidenced-based leadership practices that are linked to the improvement of professional practice and student learning. The CAPEs and CPSEL are standards for school administrators developed by the California Commission on Teacher Credentialing.
- Deep understanding and implementation of this framework develops through authentic fieldwork and learning experiences; and ensures that candidates who complete the PASC and

CASC programs are prepared for success in school administrative positions with a commitment to strengthening a system of high quality teaching and learning.

III. PROGRAM IMPLEMENTATION

Through a comprehensive review of program requirements defined by the California Commission on Teacher Credentialing (CTC) for PASC and CASC programs, a series of professional growth and field experiences in diverse settings have been designed with opportunities to support high quality teaching and learning in the context of the ongoing work of the INSTITUTION. Appendix A shows the articulated fieldwork requirements for the PASC and CASC Program of Study, and Appendix B shows the SDCSS and program course descriptions. Program directors from SDCSS will be available to communicate with INSTITUTION regarding implementation and monitoring of this agreement, and to address and resolve program issues as they arise.

IV. INSTITUTION RESPONSIBILITIES UNDER THIS AGREEMENT

INSTITUTION shall undertake the following activities:

- Acknowledge the participation in the PASC and CASC program of candidates employed by the INSTITUTION
- Support candidates' pursuit of field experiences and professional growth in a variety of diverse educational settings within the defined Program of Study, outlined in Appendix B
- Allow appropriate access to experiences within the articulated pathway for SDCSS PASC and CASC candidates as shown in Appendix A

V. SDCSS RESPONSIBILITIES UNDER THIS AGREEMENT

SDCSS agrees to undertake the following activities:

- Implement CTC-approved programs of study for PASC and CASC candidates, including field work assignments and professional growth experiences in a variety of diverse educational settings as shown in Appendix A
- Engage in work in identifying needs and development of program implementation as well as the communication, monitoring and evaluation of program
- Provide instruction, coaching and support for candidates within the scope of the program design

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Contract Terms and Conditions

- A. The Term of Contract shall be for the 2017-2022 school years, beginning October 12, 2017 to June 30, 2022.
- B. INSTITUTION and SDCSS agree to support candidate learning and growth based upon the articulated Program of Study experiences shown in Appendix A.
- C. Implementation of this Memorandum of Understanding occurs at zero cost to INSTITUTION. Fees are the responsibility of the individuals enrolled in the respective Administrative Services Credential Program (unless INSTITUTION has independently established agreements with candidates to cover program costs).

2. Cancellation of Agreement

- A. This Agreement may be cancelled prior to June 30, 2022, upon mutual written agreement between INSTITUTION and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS.

- B. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
- C. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

TOBACCO-FREE FACILITY

SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCSS property.

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.

[SIGNATURE PAGE FOLLOWS]

SDCSS CONTACT INFORMATION

Carol Osborne
Senior Director, District & School
Improvement
San Diego County Office of Education
Learning and Leadership Services
6401 Linda Vista Road, 321 North
San Diego, CA 92111-7399
858-292-3803
carol.osborne@sdcoe.net

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of **SDCSS and INSTITUTION** authorized officials. It shall be in force from October 12, 2017 to June 30, 2022. **SDCSS and INSTITUTION** indicate agreement to this MOU by their signatures.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

San Diego County Superintendent of Schools **Local Education Agency:** _____

Signature

Signature

Lora L. Duzyk , Assistant Superintendent

Business Services

Name/Title

Name/Title

Date

Date

Agenda Item: **16.B. Approve Consultant Contract #CT3440 with Dr. Debra Dupree, Relationships at Work, Inc. to facilitate interactive process meetings for ADA/FEHA compliance.**

Speaker: Leticia Hernandez, Director of Human Resources

Quick Summary / Abstract: Dr. Dupree bought Judy Lemm Consulting Agency in July 2017. Contract #CT1407 was Judy Lemm's annual contract with the District, which was approved on June 28, 2017.

Comments: Dr. Debra Dupree will facilitate interactive process meetings; communicate with National School District, review medical reports and notes related to injury, consultation on ADA/FEHA and return to work issues. She will also submit reports as requested.

Recommended Motion: Approve Consultant Contract #CT3440 with Dr. Debra Dupree, Relationships at Work, Inc. to facilitate interactive process meetings for ADA/FEHA compliance.

Financial Impact: Contract costs: Not to exceed \$10,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3440

01-00-0000-623-0000-7200-5800-100-000

| | | | | | |
|------|-----|------|----------|--------|--------|
| Fund | Res | Goal | Function | Object | School |
|------|-----|------|----------|--------|--------|

Contract No. CT3440

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

Dr. Debra Dupree 755 F Avenue

Contractor

Taxpayer ID Number

Mailing Address

Coronado CA 92118, 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. Facilitate interactive process meetings; communicate with NSD, review medical reports and notes related to injury, consultation on ADA/FEHA and return to work issues.

Submit reports.

(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 July 1, 2017, and will diligently perform as required and complete performance by June 30, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$10,000). District shall pay Contractor according to the following terms and conditions:
\$575 Flat Fee for IPM (3 hours, including travel up to one hour roundtrip). Hourly rate of \$175 applies to additional time thereafter, and/or other project work in Year One*; for Years Two & Three**, \$600 Flat Fee for same services with an hourly rate of \$185.** Training is \$350 for 1 hr.

(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:
not applicable

(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:
Any training materials are to be printed at the expense of the school district for training programs.

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: 755 F Avenue
Coronado, CA 92118

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 20th day of September, 2017.

NATIONAL SCHOOL DISTRICT

Signature of Authorized Agent

Typed or Printed Name

Title

Board Approval Date: 10-11-17

CONTRACTOR

Debra Dupree

Signature of Authorized Agent

Dr. Debra Dupree

Typed Name

Social Security or Taxpayer I. D. No.

619-417-9690

(Area Code) Telephone Number

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Approve the sale of a mid-size transit wheelchair school bus #9 to Chula Vista Elementary School District in the amount of ten thousand dollars (\$10,000).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On June 28, the Board approved the sale of bus #9, however, the sale did not go through. The recommended sale of the aging school bus will allow the District with the space needed to accommodate the recently purchased vehicles at the Transportation yard, while helping to minimize the cost associated with the continual yearly preventative maintenance. Chula Vista Elementary School District is very pleased to have the opportunity to purchase the bus.

Comments: The District recently purchased seven new school buses to utilize for pupil transportation, thus, we need to sell the older buses that the new buses are replacing. The proposed vehicle is over ten (10) years of age. Due to the age of the bus and space considerations, District staff have recommended selling this bus.

Recommended Motion: Approve the sale of a mid-size transit wheelchair school bus #9 to Chula Vista Elementary School District in the amount of ten thousand dollars (\$10,000).

Financial Impact: Revenue: \$10,000
General Fund

Agenda Item: **17.B. Approve the extension of Contract #CT3004 with Cox California Telecom, LLC for Telecommunication Services-Data Circuits for the 2018-2019 E-Rate School Year, beginning July 1, 2018 and ending June 30, 2019.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This contract covers the cost to provide the District's wide area fiber-optic network connections to the internet and between schools for all District sites including the District Office, pre-school and the Family Resource Center.

The circuits to and from the schools have one Gigabit of bandwidth and the aggregated circuit from the District Office is ten Gigabits.

Implementation of the contract is contingent upon the District receiving E-Rate funding for the 2018-2019 school year for Contract #CT3004, Telecommunication Services-Data Circuits. If approved, the District would receive a 90% discount from Cox for its services, with the balance being picked up and paid to Cox by the Schools and Libraries division of USAC, the Federal agency administering the E-rate program.

Comments: ERate is a program administered by the Universal Services Administrative Company (USAC) under the Federal Communications Commission (FCC). This program provides discounts to schools and libraries in the United States on internet and phone access.

| Contract # | Vendor | Cost | Services |
|------------|-----------------------------|--------------|--|
| CT3004 | Cox California Telecom, LLC | \$315,169.00 | Telecommunication Services – Data Circuits |
| CT3021 | AT&T | \$44,429.16 | Basic data and voice transport |
| CT3023 | AT&T | \$164.64 | Basic phone service – long distance |
| CT3024 | AT&T | \$13,150.32 | Basic phone service for Alarms, Emergency Phones and Faxes |

Recommended Motion: Approve the extension of Contract #CT3004 with Cox California Telecom, LLC for Telecommunication Services-Data Circuits for the 2018-2019 E-Rate School Year, beginning July 1, 2018 and ending June 30, 2019.

Financial Impact: Contract costs: \$315,169
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
General Fund (E-rate Discount of 90%)

Attachments:
CT3004

AGREEMENT

THIS AGREEMENT, made this 13th day of March 2014 in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and Cox California Telcom hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**Telecommunications Services – Data Circuits
RFP NO. 13-14/216e
Contract CT3004**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within the school summer break in 2015, which shall include zero (0) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of Three Hundred Two Thousand Two Hundred Fifty Nine and 60/100 Dollars (\$302,259.60), said sum being the total amount of the following amounts stipulated in the bid:

ARTICLE 4 - 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 to Contractors Calling for Bids
Information for Bidders
Bid, as accepted
Designation of Subcontractors
Noncollusion Affidavit
Agreement
Performance Bond
Payment Bond for Public Works

Recycled Content Certification
Contractor Fingerprinting Requirements
Asbestos-Free Materials Certification
Drug-Free Workplace Certification
Contractor's Certificate Regarding Workers' Compensation
General Conditions and Special Conditions
Addenda Nos. __, __, as issued
Amendment Nos. __, __, as issued
Specification
Drawings
Labor Compliance Program (if applicable)

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

License No. _____

National School District

By _____

By _____

Its _____

Its Assistant Supt., Business Services

Governing Board Date March 12, 2014

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; <http://www2.cscb.ca.gov/>

(Business & Professions Code, section 7030)

Agenda Item: **17.C. Approve extension of Contract #CT3021 with AT&T for basic data and voice transport (DS0, DS1 and DS3 lines) from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This contract covers basic data and voice transport.

The CALNET3 Master Service Agreement (MSA) is a contract that the State of California negotiates on behalf of “public sector entities” for basic phone service. School districts can choose to participate in the contract or negotiate their own independent agreements. Traditionally, CALNET rates provide a significant discount to those entities that choose to participate.

We are currently in the process of reducing district reliance on some services covered under contract #CT3021. At present time, we do require services covered under this contract.

Comments: ERate is a program administered by the Universal Services Administrative Company (USAC) under the Federal Communications Commission (FCC). This program provides discounts to schools and libraries in the United States on internet and phone access.

| Contract # | Vendor | Cost | Services |
|------------|-----------------------------|--------------|--|
| CT3004 | Cox California Telecom, LLC | \$315,169.00 | Telecommunication Services – Data Circuits |
| CT3021 | AT&T | \$44,429.16 | Basic data and voice transport |
| CT3023 | AT&T | \$164.64 | Basic phone service – long distance |
| CT3024 | AT&T | \$13,150.32 | Basic phone service for Alarms, Emergency Phones and Faxes |

Recommended Motion: Approve extension of Contract #CT3021 with AT&T for basic data and voice transport (DS0, DS1 and DS3 lines) from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.

Financial Impact: Contract costs: \$44,429.16
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
General Fund (E-rate Discount of 90% for Data and 10% for Voice)

Attachments:
CT3021



E-rate Rider

CT 3021
CT 3023
CT 3024

ATTACHMENT TO Attachment 4 - Authorization to order (ATO) Authorization to order under State Contract ("Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and National School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

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6. **Non-Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. **Scope:** Customer desires that Services commence on or about 7/1/2014. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. **Funding Denial Agreement Termination:** CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. **Scope:** Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. **Funding Denial Agreement Termination:** if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

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*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*



E-rate Rider

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

CONFIDENTIAL INFORMATION

3 of 4

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*



E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

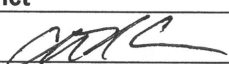
Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED .

SO AGREED by the Parties' respective authorized signatories:

| | |
|---|------------------------------|
| National School District | AT&T ("AT&T") |
| Customer Signature:  | AT&T Signature: |
| Print Name: Christopher B. Carson | Print Name: |
| Title: Asst. Supt. Bus. Sucs. | Title: |
| Date: 11/5/2014 | Date: |

CONFIDENTIAL INFORMATION

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Agenda Item: **17.D. Approve extension of Contract #CT3023 with AT&T for basic phone service for long distance from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This contract covers long distance services required for emergency and fax lines.

The CALNET3 Master Service Agreement (MSA) is a contract that the State of California negotiates on behalf of “public sector entities” for basic phone service. School districts can choose to participate in the contract or negotiate their own independent agreements. Traditionally, CALNET rates provide a significant discount to those entities that choose to participate.

Comments: ERate is a program administered by the Universal Services Administrative Company (USAC) under the Federal Communications Commission (FCC). This program provides discounts to schools and libraries in the United States on internet and phone access.

| Contract # | Vendor | Cost | Services |
|------------|-----------------------------|--------------|--|
| CT3004 | Cox California Telecom, LLC | \$315,169.00 | Telecommunication Services – Data Circuits |
| CT3021 | AT&T | \$44,429.16 | Basic data and voice transport |
| CT3023 | AT&T | \$164.64 | Basic phone service – long distance |
| CT3024 | AT&T | \$13,150.32 | Basic phone service for Alarms, Emergency Phones and Faxes |

Recommended Motion: Approve extension of Contract #CT3023 with AT&T for basic phone service for long distance from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.

Financial Impact: Contract costs: \$164.64
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
General Fund (E-Rate Discount of 10%)

Attachments:
CT3023



E-rate Rider

CT 3021
CT 3023
CT 3024

ATTACHMENT TO Attachment 4 - Authorization to order (ATO) Authorization to order under State Contract ("Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and National School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

1 of 4



6. **Non-Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about 7/1/2014. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

2 of 4

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*



E-rate Rider

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

CONFIDENTIAL INFORMATION

3 of 4

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E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

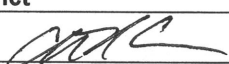
Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED .

SO AGREED by the Parties' respective authorized signatories:

| | |
|---|------------------------------|
| National School District | AT&T ("AT&T") |
| Customer Signature:  | AT&T Signature: |
| Print Name: Christopher B. Carson | Print Name: |
| Title: Asst. Supt. Bus. Sucs. | Title: |
| Date: 11/5/2014 | Date: |

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

4 of 4

Agenda Item: **17.E. Approve extension of Contract #CT3024 with AT&T for basic phone service required for Alarms, Emergency Phones and Faxes from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This contract covers dedicated lines required for Alarms, Emergency Phones and Faxes.

The CALNET3 Master Service Agreement (MSA) is a contract that the State of California negotiates on behalf of “public sector entities” for basic phone service. School districts can choose to participate in the contract or negotiate their own independent agreements. Traditionally, CALNET rates provide a significant discount to those entities that choose to participate.

Comments: ERate is a program administered by the Universal Services Administrative Company (USAC) under the Federal Communications Commission (FCC). This program provides discounts to schools and libraries in the United States on internet and phone access.

| Contract # | Vendor | Cost | Services |
|------------|-----------------------------|--------------|--|
| CT3004 | Cox California Telecom, LLC | \$315,169.00 | Telecommunication Services – Data Circuits |
| CT3021 | AT&T | \$44,429.16 | Basic data and voice transport |
| CT3023 | AT&T | \$164.64 | Basic phone service – long distance |
| CT3024 | AT&T | \$13,150.32 | Basic phone service for Alarms, Emergency Phones and Faxes |

Recommended Motion: Approve extension of Contract #CT3024 with AT&T for basic phone service required for Alarms, Emergency Phones and Faxes from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.

Financial Impact: Contract costs: \$13,150.32 (\$4,668.00 of this cost is E-Rate ineligible)
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
General Fund (E-Rate Discount of 10% of eligible amount)

Attachments:
CT3024



E-rate Rider

CT 3021
CT 3023
CT 3024

ATTACHMENT TO Attachment 4 - Authorization to order (ATO) Authorization to order under State Contract ("Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and National School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

1 of 4

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



6. **Non-Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about 7/1/2014. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

2 of 4

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E-rate Rider

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

CONFIDENTIAL INFORMATION

3 of 4

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E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

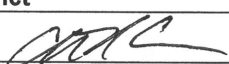
Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED .

SO AGREED by the Parties' respective authorized signatories:

| | |
|---|------------------------------|
| National School District | AT&T ("AT&T") |
| Customer Signature:  | AT&T Signature: |
| Print Name: Christopher B. Carson | Print Name: |
| Title: Asst. Supt. Bus. Sucs. | Title: |
| Date: 11/5/2014 | Date: |

CONFIDENTIAL INFORMATION

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4 of 4

Agenda Item: **17.F. Approve Contract #CT3417 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On March 29, 2017, National School District issued Request of Qualifications #RFQ-16-17-239 for Legal Services. The deadline for submission of responses was May 5, 2017. After a review by District staff, five firms were selected to provide a brief presentation at the July 12, 2017 Governing Board Meeting regarding their services. The firms selected were DWK, Currier and Hudson, Lozano Smith, AALRR, and F3 Law.

DWK is the final of the five contracts to be approved. The other four contracts were approved on September 13, 2017.

Comments: Dannis Woliver and Kelley (DWK) rates are as follows:

Senior Shareholders / Partners = \$225 - \$310 per hour
Associates = \$185 - \$225 per hour
Special Counsel / Of Counsel = \$225 - \$310 per hour
Paralegal = \$120 - \$140 per hour

Recommended Motion: Approve Contract #CT3417 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.

Financial Impact: Contract costs: Not to exceed \$310 per hour
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3417

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between National School District (“Client”) and the law firm of Dannis Woliver Kelley (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective October 12, 2017 through June 30, 2020:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel

assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

| | |
|---|------------------|
| Facsimile Charges | No Charge |
| On-line Legal Research Subscriptions | No Charge |
| Administrative Overhead | No Charge |

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services through June 30, 2020. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

National School District

Dannis Woliver Kelley

Leighangela Brady, Ed.D.
Superintendent

Jonathan A. Pearl
Partner

DATE:_____

DATE:_____

PROFESSIONAL RATE SCHEDULE

*National School District
September 1, 2017 through June 30, 2017*

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Senior Shareholders = \$225 - \$310 per hour

Partners = \$225 - \$310 per hour

Associates = \$185 - \$225 per hour

Special Counsel = \$225 - \$310 per hour

Of Counsel = \$225 - \$310 per hour

Paralegals/Law Clerks = \$120 - \$140

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter. Travel for San Diego-based attorneys to and from the District Office would be at no charge.

2. COSTS AND EXPENSES

| | |
|---|--------------------------|
| In office Photocopying | \$0.10/page |
| Facsimile Charges | No Charge |
| Postage | At Cost |
| On-line Legal Research Subscriptions | No Charge |
| Administrative Overhead | No Charge |
| Mileage | IRS Standard Rate |

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Agenda Item: **17.G. Approve receipt of the Unaudited Actuals for the 2016-17 fiscal year and the Budget Revisions for the 2017-18 fiscal year for Beacon Classical Academy National City.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: A brief presentation will be given on the Unaudited Actuals for the 2016-17 fiscal year and the Budget Revisions for the 2017-18 fiscal year.

The Report is designed to inform the Governing Board, public and other interested parties about the financial condition of the Charter School. All 2016-17 unrestricted and restricted programs have been closed out.

Comments: The budget is being submitted as provided by Beacon Classical Academy National City on September 5, 2017 to the National School District.

Recommended Motion: Approve receipt of the Unaudited Actuals for the 2016-17 fiscal year and the Budget Revisions for the 2017-18 fiscal year for Beacon Classical Academy National City.

Attachments:
BCA Unaudited Actuals

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2016 to June 30, 2017

CHARTER SCHOOL CERTIFICATION

Charter School Name: Beacon Classical Academy National City
CDS #: 37682210132621
Charter Approving Entity: National Elementary
County: San Diego
Charter #: 1749

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

| | | |
|---------------------------------------|---|--|
| For County Fiscal Contact: | For Approving Entity: | For Charter School: |
| Patricia Fogliano Name | Christopher Carson Name | Dr. Alma Van Nice Name |
| Financial Reporting Analyst Title | Assistant Superintendent - Business Services Title | Executive Director Title |
| 858-292-3663 Telephone | 619-336-7717 Telephone | 619-477-1399 Telephone |
| Pfogliano@sdcoe.net E-mail address | ccarson@nsd.us E-mail address | avannice@beaconclassical.com E-mail address |

To the entity that approved the charter school:

(X) 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: Alma D. Van Nice Date: 9-7-17
Charter School Official
(Original signature required)

Printed Name: Alma D. Van Nice, Ed.D Title: Executive Director

To the County Superintendent of Schools:

(X) 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

(X) 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Beacon Classical Academy National City

CDS #: 37682210132621

Charter Approving Entity: National Elementary

County: San Diego

Charter #: 1749

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

| Description | Object Code | Unrestricted | Restricted | Total |
|---|-----------------|--------------|------------|--------------|
| A. REVENUES | | | | |
| 1. LCFF Sources | | | | |
| State Aid - Current Year | 8011 | 1,315,089.00 | | 1,315,089.00 |
| Education Protection Account State Aid - Current Year | 8012 | 30,982.00 | | 30,982.00 |
| State Aid - Prior Years | 8019 | -4,488.00 | | -4,488.00 |
| Transfers to Charter Schools in Lieu of Property Taxes | 8096 | 151,464.00 | | 151,464.00 |
| Other LCFF Transfers | 8091, 8097 | | | 0.00 |
| Total, LCFF Sources | | 1,493,047.00 | 0.00 | 1,493,047.00 |
| 2. Federal Revenues (see NOTE in Section L) | | | | |
| No Child Left Behind/Every Student Succeeds Act | 8290 | | 72,842.00 | 72,842.00 |
| Special Education - Federal | 8181, 8182 | | | 0.00 |
| Child Nutrition - Federal | 8220 | | 23,810.47 | 23,810.47 |
| Donated Food Commodities | 8221 | | | 0.00 |
| Other Federal Revenues | 8110, 8260-8299 | -45,846.99 | 239,358.16 | 193,511.17 |
| Total, Federal Revenues | | -45,846.99 | 336,010.63 | 290,163.64 |
| 3. Other State Revenues | | | | |
| Special Education - State | StateRevSE | | | 0.00 |
| All Other State Revenues | StateRevAO | 97,967.56 | 8,789.99 | 106,757.55 |
| Total, Other State Revenues | | 97,967.56 | 8,789.99 | 106,757.55 |
| 4. Other Local Revenues | | | | |
| All Other Local Revenues | LocalRevAO | 20,222.08 | | 20,222.08 |
| Total, Local Revenues | | 20,222.08 | 0.00 | 20,222.08 |
| 5. TOTAL REVENUES | | | | |
| | | 1,565,389.65 | 344,800.62 | 1,910,190.27 |
| B. EXPENDITURES (see NOTE in Section L) | | | | |
| 1. Certificated Salaries | | | | |
| Certificated Teachers' Salaries | 1100 | 324,190.00 | 89,072.00 | 413,262.00 |
| Certificated Pupil Support Salaries | 1200 | 0.00 | 0.00 | 0.00 |
| Certificated Supervisors' and Administrators' Salaries | 1300 | 111,044.00 | 8,665.00 | 119,709.00 |
| Other Certificated Salaries | 1900 | 150.00 | 0.00 | 150.00 |
| Total, Certificated Salaries | | 435,384.00 | 97,737.00 | 533,121.00 |
| 2. Noncertificated Salaries | | | | |
| Noncertificated Instructional Salaries | 2100 | 25,790.00 | 24,526.00 | 50,316.00 |
| Noncertificated Support Salaries | 2200 | 67,983.00 | 6,282.00 | 74,265.00 |
| Noncertificated Supervisors' and Administrators' Salaries | 2300 | 89,966.00 | 1,635.00 | 91,601.00 |
| Clerical and Office Salaries | 2400 | 23,849.00 | 1,274.00 | 25,123.00 |
| Other Noncertificated Salaries | 2900 | 26,687.00 | 9,945.00 | 36,632.00 |
| Total, Noncertificated Salaries | | 234,275.00 | 43,662.00 | 277,937.00 |
| 3. Employee Benefits | | | | |
| STRS | 3101-3102 | 51,623.00 | 9,435.00 | 61,058.00 |
| PERS | 3201-3202 | 0.00 | 0.00 | 0.00 |
| OASDI / Medicare / Alternative | 3301-3302 | 25,961.00 | 3,395.00 | 29,356.00 |
| Health and Welfare Benefits | 3401-3402 | 40,786.00 | 0.00 | 40,786.00 |
| Unemployment Insurance | 3501-3502 | 7,442.00 | 1,290.00 | 8,732.00 |
| Workers' Compensation Insurance | 3601-3602 | 19,080.00 | 0.00 | 19,080.00 |
| OPEB, Allocated | 3701-3702 | | | 0.00 |
| OPEB, Active Employees | 3751-3752 | | | 0.00 |
| Other Employee Benefits | 3901-3902 | | | 0.00 |
| Total, Employee Benefits | | 144,892.00 | 14,120.00 | 159,012.00 |

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Beacon Classical Academy National City

CDS #: 37682210132621

| | | | | |
|---|-------------|--------------|-------------|--------------|
| 4. Books and Supplies | | | | |
| Approved Textbooks and Core Curricula Materials | 4100 | 0.00 | 23,239.00 | 23,239.00 |
| Books and Other Reference Materials | 4200 | 12,028.00 | 29,561.00 | 41,589.00 |
| Materials and Supplies | 4300 | 41,319.00 | 8,793.00 | 50,112.00 |
| Noncapitalized Equipment | 4400 | 214.00 | 53,568.00 | 53,782.00 |
| Food | 4700 | 8.00 | 52,617.00 | 52,625.00 |
| Total, Books and Supplies | | 53,569.00 | 167,778.00 | 221,347.00 |
| 5. Services and Other Operating Expenditures | | | | |
| Subagreements for Services | 5100 | 0.00 | 0.00 | 0.00 |
| Travel and Conferences | 5200 | 142.00 | 12,831.00 | 12,973.00 |
| Dues and Memberships | 5300 | 1,325.00 | 0.00 | 1,325.00 |
| Insurance | 5400 | 12,552.00 | 0.00 | 12,552.00 |
| Operations and Housekeeping Services | 5500 | 25,626.00 | 0.00 | 25,626.00 |
| Rentals, Leases, Repairs, and Noncap. Improvements | 5600 | 219,207.00 | 0.00 | 219,207.00 |
| Transfers of Direct Costs | 5700-5799 | 0.00 | 0.00 | 0.00 |
| Professional/Consulting Services and Operating Expend. | 5800 | 197,469.00 | 54,123.00 | 251,592.00 |
| Communications | 5900 | 4,693.00 | 0.00 | 4,693.00 |
| Total, Services and Other Operating Expenditures | | 461,014.00 | 66,954.00 | 527,968.00 |
| 6. Capital Outlay | | | | |
| (Objects 6100-6170, 6200-6500 modified accrual basis only) | | | | |
| Land and Land Improvements | 6100-6170 | | | 0.00 |
| Buildings and Improvements of Buildings | 6200 | | | 0.00 |
| Books and Media for New School Libraries or Major Expansion of School Libraries | 6300 | | | 0.00 |
| Equipment | 6400 | | | 0.00 |
| Equipment Replacement | 6500 | | | 0.00 |
| Depreciation Expense (accrual basis only) | 6900 | 21,821.00 | | 21,821.00 |
| Total, Capital Outlay | | 21,821.00 | 0.00 | 21,821.00 |
| 7. Other Outgo | | | | |
| Tuition to Other Schools | 7110-7143 | | | 0.00 |
| Transfers of Pass-Through Revenues to Other LEAs | 7211-7213 | | | 0.00 |
| Transfers of Apportionments to Other LEAs - Spec. Ed. | 7221-7223SE | | 112,086.00 | 112,086.00 |
| Transfers of Apportionments to Other LEAs - All Other | 7221-7223AO | | | 0.00 |
| All Other Transfers | 7281-7299 | | | 0.00 |
| Transfers of Indirect Costs | 7300-7399 | | | 0.00 |
| Debt Service: | | | | |
| Interest | 7438 | 10,869.00 | | 10,869.00 |
| Principal (for modified accrual basis only) | 7439 | | | 0.00 |
| Total Debt Service | | 10,869.00 | 0.00 | 10,869.00 |
| Total, Other Outgo | | 10,869.00 | 112,086.00 | 122,955.00 |
| 8. TOTAL EXPENDITURES | | 1,361,824.00 | 502,337.00 | 1,864,161.00 |
| C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8) | | 203,565.65 | -157,536.38 | 46,029.27 |
| D. OTHER FINANCING SOURCES / USES | | | | |
| 1. Other Sources | 8930-8979 | | | 0.00 |
| 2. Less: Other Uses | 7630-7699 | | | 0.00 |
| 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) | 8980-8999 | -157,536.38 | 157,536.38 | 0.00 |
| 4. TOTAL OTHER FINANCING SOURCES / USES | | -157,536.38 | 157,536.38 | 0.00 |
| E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4) | | 46,029.27 | 0.00 | 46,029.27 |
| F. FUND BALANCE / NET POSITION | | | | |
| 1. Beginning Fund Balance/Net Position | | | | |
| a. As of July 1 | 9791 | 95,512.00 | 0.00 | 95,512.00 |
| b. Adjustments/Restatements | 9793, 9795 | -107,490.00 | | -107,490.00 |
| c. Adjusted Beginning Fund Balance /Net Position | | -11,978.00 | 0.00 | -11,978.00 |
| 2. Ending Fund Balance /Net Position, June 30 (E+F1c) | | 34,051.27 | 0.00 | 34,051.27 |
| Components of Ending Fund Balance (Modified Accrual Basis only) | | | | |
| a. Unrestricted | | | | |

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Beacon Classical Academy National City

CDS #: 37682210132621

| | | | | |
|---|--------------------|---------------------|-------------------|--------------|
| 1. Revolving Cash (equals Object 9130) | 9711 | | | 0.00 |
| 2. Stores (equals Object 9320) | 9712 | | | 0.00 |
| 3. Prepaid Expenditures (equals Object 9330) | 9713 | | | 0.00 |
| 4. All Others | 9719 | | | 0.00 |
| b. Restricted | 9740 | | | 0.00 |
| c. Committed | | | | |
| 1. Stabilization Arrangements | 9750 | | | 0.00 |
| 2. Other Commitments | 9760 | | | 0.00 |
| d. Assigned | 9780 | | | 0.00 |
| e. Unassigned/Unappropriated | | | | 0.00 |
| 1. Reserve for Economic Uncertainties | 9789 | | | 0.00 |
| 2. Unassigned/Unappropriated Amount | 9790M | | | 0.00 |
| 3. Components of Ending Net Position (Accrual Basis only) | | | | |
| a. Net Investment in Capital Assets | 9796 | | | 0.00 |
| b. Restricted Net Position | 9797 | | | 0.00 |
| c. Unrestricted Net Position | 9790A | 34,051.27 | 0.00 | 34,051.27 |
| Description | Object Code | Unrestricted | Restricted | Total |
| G. ASSETS | | | | |
| 1. Cash | | | | |
| In County Treasury | 9110 | 57,176.00 | | 57,176.00 |
| Fair Value Adjustment to Cash in County Treasury | 9111 | | | 0.00 |
| In Banks | 9120 | 168,054.00 | | 168,054.00 |
| In Revolving Fund | 9130 | | | 0.00 |
| With Fiscal Agent/Trustee | 9135 | | | 0.00 |
| Collections Awaiting Deposit | 9140 | | | 0.00 |
| 2. Investments | 9150 | | | 0.00 |
| 3. Accounts Receivable | 9200 | | | 0.00 |
| 4. Due from Grantor Governments | 9290 | 224,325.00 | | 224,325.00 |
| 5. Stores | 9320 | | | 0.00 |
| 6. Prepaid Expenditures (Expenses) | 9330 | 150.00 | | 150.00 |
| 7. Other Current Assets | 9340 | 18,000.00 | | 18,000.00 |
| 8. Capital Assets (accrual basis only) | 9400-9489 | | | 0.00 |
| 9. TOTAL ASSETS | | 467,705.00 | 0.00 | 467,705.00 |
| H. DEFERRED OUTFLOWS OF RESOURCES | | | | |
| 1. Deferred Outflows of Resources | 9490 | 0.00 | | 0.00 |
| 2. TOTAL DEFERRED OUTFLOWS | | 0.00 | 0.00 | 0.00 |
| I. LIABILITIES | | | | |
| 1. Accounts Payable | 9500 | 203,806.00 | | 203,806.00 |
| 2. Due to Grantor Governments | 9590 | 29,962.00 | | 29,962.00 |
| 3. Current Loans | 9640 | | | 0.00 |
| 4. Unearned Revenue | 9650 | | | 0.00 |
| 5. Long-Term Liabilities (accrual basis only) | 9660-9669 | 199,883.00 | | 199,883.00 |
| 6. TOTAL LIABILITIES | | 433,651.00 | 0.00 | 433,651.00 |
| J. DEFERRED INFLOWS OF RESOURCES | | | | |
| 1. Deferred Inflows of Resources | 9690 | | | 0.00 |
| 2. TOTAL DEFERRED INFLOWS | | 0.00 | 0.00 | 0.00 |
| K. FUND BALANCE /NET POSITION | | | | |
| Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2) | | 34,054.00 | 0.00 | 34,054.00 |

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Beacon Classical Academy National City

CDS #: 37682210132621

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

| Federal Program Name (If no amounts, indicate "NONE") | Capital Outlay | Debt Service | Total |
|--|----------------|--------------|-------------|
| a. <u>NONE</u> | \$ | | 0.00 |
| b. _____ | | | 0.00 |
| c. _____ | | | 0.00 |
| d. _____ | | | 0.00 |
| e. _____ | | | 0.00 |
| f. _____ | | | 0.00 |
| g. _____ | | | 0.00 |
| h. _____ | | | 0.00 |
| i. _____ | | | 0.00 |
| j. _____ | | | 0.00 |
| TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE | 0.00 | 0.00 | 0.00 |

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

| Objects of Expenditures | Amount (Enter "0.00" if none) |
|--|----------------------------------|
| a. Certificated Salaries 1000-1999 | 0.00 |
| b. Noncertificated Salaries 2000-2999 | 0.00 |
| c. Employee Benefits except 3801-38002 | 0.00 |
| d. Books and Supplies 4000-4999 | 0.00 |
| e. Services and Other Operating Expenditures 5000-5999 | 0.00 |
| TOTAL COMMUNITY SERVICES EXPENDITURES | 0.00 |

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2015-16 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis will result in reduction to allocations for covered programs in 2018-19.

| | |
|--|------------------------|
| a. Total Expenditures (B8) | 1,864,161.00 |
| b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred] | 290,163.64 |
| c. Subtotal of State & Local Expenditures [a minus b] | 1,573,997.36 |
| d. Less Community Services [L2 Total] | 0.00 |
| e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total] | 32,690.00 |
| TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e] | \$ 1,541,307.36 |

Agenda Item: **18. BOARD WORKSHOP**

Quick Summary / None
Abstract:

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

Agenda Item: **20. ADJOURNMENT**