



Governing Board Agenda

December 11, 2019

Welcome

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

Our Governance Team

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

Barbara Avalos, Clerk

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Member

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

Maria Dalla, Member

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

Alma Sarmiento, President

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

This meeting may be recorded

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

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

Speaking to the Board

If you wish to speak to the Board, please fill out a “Request for Oral Communications” card located on the table at the entrance to the Board Room and give it to the Recording Secretary. Board policy and state law stipulate that no oral presentation shall include charges or complaints against any employee of the District, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in Closed Session unless the employee requests a public hearing. All such charges or complaints therefore must be submitted to the Board under the provision of the District’s policy. At the appropriate time, the Board President will invite speakers to approach the podium. Please use the microphone and state your name and address. This information is necessary in order to maintain accurate records of the meeting. Speakers are requested to limit their remarks to three minutes.

Compliance with Americans with Disabilities Act

The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent’s Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such accommodation.

Translation Services

Members of the public who require translation services in order to participate in the meeting should contact the Superintendent’s Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

Equal Opportunity Employer

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Assistant Superintendent--Human Resources, 1500 N Avenue, National City, California, 91950, phone 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District’s Human Resources Office.



**NATIONAL
SCHOOL DISTRICT**

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



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

CORE VALUES

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, December 11, 2019

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Alma Sarmiento,
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 5:00 P.M.

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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH Case No. 2019110543

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Lincoln Acres School students.

Raymond Ruiz,
Principal, Lincoln
Acres School &
Barbara Avalos, Board
Clerk

9.B. Recognize Ms. Rhonda Lach, Lincoln Acres School, as an Exceptional National School District Volunteer.

Raymond Ruiz,
Principal, Lincoln
Acres School & Maria
Dalla, Board Member

9.C. Recognize Mr. Roberto Arcos, Ira Harbison School, Custodian-Day, as National School District Employee of the Month for December 2019.

Meghann Young,
Principal, Ira Harbison
School & Maria
Betancourt-Castañeda,
Board Member

9.D. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

Alma Sarmiento,
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

11. AGENDA

11.A. Accept agenda.

Leighangela Brady,
Superintendent

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Alma Sarmiento,
Board President

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.

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on November 13, 2019.

Leighangela Brady,
Superintendent

12.B. Administration

12.B.I. Adopt Resolution #19-20.15 regarding absence of Board Member Barbara Avalos due to bereavement.

Leighangela Brady,
Superintendent

12.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services - None

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.E. Business Services

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

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Adopt Resolution #19-20.16 which recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

Alma Sarmiento,
Board President

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

Alma Sarmiento,
Board President

14. EDUCATIONAL SERVICES

14.A. Recognize the 2018-2019 school year medal recipients from the California Coalition for Positive Behavior Intervention Supports (PBIS).

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve the purchase of Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) for Central School.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.C. Approve for Jannette Colada-Tacto and Angelica Benitez to represent National School District on the Community Advisory Committee.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

| | |
|--|--|
| 14.D. Approve contract #CT3687 with Ro Health, Inc. for health staff services. | Sharmila Kraft, Assistant Superintendent, Educational Services |
| 14.E. Approve contract #CT3696 with Achieve3000 Inc. for implementation for After School Intervention (ASL) for the 2019-2020 school year. | Sharmila Kraft, Assistant Superintendent, Educational Services |
| 15. HUMAN RESOURCES - None | Leticia Hernandez, Assistant Superintendent, Human Resources |
| 16. BUSINESS SERVICES | |
| 16.A. Report on and approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2019 (Exhibit B). | Christopher Carson, Assistant Superintendent, Business Services |
| 16.B. Ratify change orders, submitted by Straight Line General Contractors, Incorporated for the Parking Lot Project at Olivewood School. | Christopher Carson, Assistant Superintendent, Business Services |
| 16.C. Approve contract #CT3277 with Dale Scott & Company to provide Continuing Disclosure Services for the Measure N Bonds. | Christopher Carson, Assistant Superintendent, Business Services |
| 16.D. Approve consultant contracts #CT3689 and #CT3690 with Catholic Charities for participation in their Foster Grandparents Program. | Christopher Carson, Assistant Superintendent, Business Services |
| 16.E. Approve consultant contracts #CT3691 with Catholic Charities for participation in their Foster Grandparents Program. | Christopher Carson, Assistant Superintendent, Business Services |
| 16.F. Approve contract #CT3693 with SafeStaff California for training for the January 13, 2020 Professional Development Day for Child Nutrition Services. | Christopher Carson, Assistant Superintendent, Business Services |
| 16.G. Accept gifts. | Christopher Carson, Assistant Superintendent, Business Services |

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

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

Agenda Item: **4. CLOSED SESSION - 5:00 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
One Case

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH Case No. 2019110543

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

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

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

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

Agenda Item: **8. ROLL CALL**

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

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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Lincoln Acres School students.**

Speaker: Raymond Ruiz, Principal, Lincoln Acres School & Barbara Avalos, Board Clerk

Quick Summary /
Abstract: Our fourth-grade teachers and students will present on our new practice of writing stamina. Our teachers provide continuous feedback to individual students to increase their quality of writing. Students learn how to use descriptive words, transition words, sentence structure, and paragraph formation. The students will present the writing type of opinion writing and highlight the incorporation of Social Studies into literacy.

Students will present how the instructional approach of close reading text-based writing is preparing fourth grade students for college and career readiness.

Agenda Item: **9.B. Recognize Ms. Rhonda Lach, Lincoln Acres School, as an Exceptional National School District Volunteer.**

Speaker: Raymond Ruiz, Principal, Lincoln Acres School & Maria Dalla, Board Member

Quick Summary / Abstract: Lincoln Acres is honored to recognize Ms. Rhonda Lach for her commitment and dedication to our site. Ms. Lach has been a volunteer at Lincoln Acres since her child was in kindergarten. This is her second year as a volunteer at Lincoln Acres. Her commitment to the District is long standing as she volunteered at Ira Harbison for many years when her eldest child attended Ira Harbison.

Ms. Lach is a committed parent and follows our National School District core value of "Whatever it takes." Whatever we need for our students and teachers, Ms. Lach is there to support. She volunteers as Parent Teacher Association (PTA) secretary, morning traffic patrol, parent volunteer, and is always available to lend a helping hand. Ms. Lach is a team player, as she works well with all our parents. She is beloved by our staff and community.

Agenda Item: **9.C. Recognize Mr. Roberto Arcos, Ira Harbison School, Custodian-Day, as National School District Employee of the Month for December 2019.**

Speaker: Meghann Young, Principal, Ira Harbison School & Maria Betancourt-Castañeda, Board Member

Quick Summary / Abstract: Ira Harbison School would like to recognize Mr. Roberto Arcos, Custodian-Day, as National School District Employee of the Month.

Comments: Mr. Arcos joined the National School District 17 years ago. He has worked at five different schools in our District and we are so fortunate to have him at Ira Harbison.

Mr. Arcos is a key person responsible for maintaining the beautiful campus at Ira Harbison. He takes pride in the work that he does and his involvement stretches to all areas of the campus. He is a positive, dedicated and friendly custodians.

Mr. Arcos is constantly thinking about our students and what he can do to help make our school even better for them. Mr. Arcos has taken it upon himself to work closely with a group of students to train them to raise and lower the flag daily. At a recent citizenship assembly, he presented them with handmade artwork as a thank you for their service. They were thrilled!

There is no job too big or small for Mr. Arcos! He responds to all requests for support and does it with a smile. He is a problem solver and approaches all situations with a positive can-do attitude!

It is heartwarming to see Mr. Arcos interacting with staff and students. He is kind, helpful and always willing to lend a helping hand. The relationships that he cultivates with staff and students helps foster the positive school culture that I am so proud to be a part of.

Thank you, Mr. Arcos, for exemplifying the National School District core values of kids first, relationships matter, and whatever it takes.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the November 13, 2019 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

| Introduce & Welcome 12/11/19 | | |
|---|---|-----------------|
| Name | Position | Location |
| 1. Michelle Rico | Instructional Assistant – Special Education | Central School |

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Accept agenda

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

Speaker: Alma Sarmiento, Board President

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

Recommended
Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on November 13, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes-11/13/19

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

November 13, 2019
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:04 PM:

Present:

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

Absent:

Ms. Barbara Avalos

1. CALL TO ORDER

Board President, Alma Sarmiento, called the meeting to order at 4:31 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:31 p.m. to 5:55 p.m.

No action was taken in closed session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

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

7. PLEDGE OF ALLEGIANCE

Student, Alessandra Cruz, led the Pledge of Allegiance.

8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Kimball School students.

Students from Kimball School gave a presentation on their work as Storm Water Prevention Engineers.

Board Members, Ms. Maria Dalla and Ms. Maria Betancourt-Castañeda presented each of the students with a certificate and book.

9.B. Recognize Ms. Lorena Muñoz, Kimball School, as an Exceptional National School District Volunteer.

Recognized Ms. Lorena Muñoz, Kimball School, as an Exceptional National School District Volunteer.

Board Member, Ms. Maria Betancourt-Castañeda, presented Ms. Muñoz with a certificate and a District logo clock.

9.C. Recognize Ms. Anna Pike, Ira Harbison School, Resource Specialist Program (RSP) Teacher, as National School District Employee of the Month for November 2019.

Meghann Young, Principal, Ira Harbison School, recognized Ms. Anna Pike, RSP Teacher, as the National School District Employee of the Month for November 2019.

Board Member, Brian Clapper, presented Ms. Pike with a certificate and a District pencil and pen set.

9.D. Introduce and welcome the new employees.

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

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

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Accept agenda.

Motion Passed: Accept agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the revised minutes of the Regular Board Meeting held on October 9, 2019.

12.A.II. Approve the minutes of the Special Board Meeting held on October 21, 2019.

12.A.III. Approve the minutes of the Regular Board Meeting held on October 23, 2019.

12.B. Administration- None

12.C. Human Resources

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

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

12.D. Educational Services- None

12.E. Business Services

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

13. GENERAL FUNCTIONS

13.A. California School Boards Association (CSBA) presentation on key 2019 legislation affecting education.

Ms. Raquel Madden, California School Boards Association Public Affairs and Community Engagement Representative, gave a presentation on key 2019 legislation affecting education.

13.B. Presentation of Report from San Diego County Superintendent of Schools Regarding William's Settlement Findings for 2019 2020 Site Visits.

Dr. Brady, Superintendent, reported on William's Settlement Findings for 2019-2020.

13.C. Set date, time and place of the Governing Board annual organizational meeting as December 17, 2019, at 6:00 p.m. at the Administrative Center, 1500 N Avenue, National City.

Motion Passed: Set date, time and place of the Governing Board annual organizational meeting passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14. POLICIES, REGULATIONS, BYLAWS

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

Motion Passed: Adoption of Board Policies and Administrative Regulations passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15. EDUCATIONAL SERVICES

15.A. Report by Integrity Charter School on 2018-2019 academic achievement and goals for 2019-2020.

Dr. Susan Fahey, Director, and Ms. Teresa Hart-Sanchez, Assistant Director, Integrity Charter School gave a presentation on the school's progress.

15.B. National School District Technology Update.

Dr. Wendy O'Connor, Director of Literacies, Educational Technology & Innovation (LETI), Educational Services gave the Governing Board a technology update.

15.C. Approve out of state travel for Linda Sokolnicki to attend the 2019 American Speech-Language-Hearing Association (ASHA) Convention in Orlando, Florida on November 21-23, 2019.

Motion Passed: Approval of out of state travel for Linda Sokolnicki passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

15.D. Approve application for a State waiver to adjust the number of instructional days from 20 (4-hour days) to 15 (5.35-hour days) for the 2019-20 Extended School Year session.

Motion Passed: Approval of application for a State waiver passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

16. HUMAN RESOURCES- NONE

17. BUSINESS SERVICES

17.A. Adopt Resolution #19-20.13 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.

Motion Passed: Adoption of Resolution #19-20.13 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.B. Adopt Resolution #19-20.14 authorizing National School District to make application for and to sign certain assurances with respect to application for local, State, and Federal programs, projects or grants.

Motion Passed: Following discussion, adoption of Resolution #19-20.14 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.C. Allow National School District to renew membership in the Super Co-Op for the 2020-2021 School Year.

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

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.D. Accept gifts

Motion Passed: Accept gifts passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked everyone present for staying. She congratulated Kimball School students and Ms. Vicario for the wonderful presentation, Ms. Muñoz and Ms. Pike for their recognition. She thanked Ms. Young for the video prepared for the Employee of the Month, she thanked tonight's presenters, and she welcomed new employees. She shared she had the opportunity to attend the California Association for Bilingual Education (CABE) conference and expressed how important it is to attend and support District leaders and students. She also thanked The Lions Club and Mr. Clapper for the OneSight event and the amazing technology provided for our student screenings.

Ms. Dalla thanked the presenters, including the BCK Kimball student interns, staff, and Integrity Charter School representatives. She wished everyone a good night.

Mr. Clapper congratulated the Kimball School presenters, the Exceptional Volunteer, the Employee of the Month, and Integrity Charter School for their presentation. He thanked Dr. O'Connor for the amazing technology provided to our students. He shared that the OneSight event was able to service 1604 students from five different school districts from which 90% of students screened, were able to receive free glasses.

Dr. Hernandez welcomed new employees and congratulated Kimball School students on their amazing presentation.

Mr. Carson expressed what marvelous work the students are doing along with BCK. He wished everyone a happy Thanksgiving.

Dr. Kraft congratulated Ms. Muñoz on her recognition. She thanked Ms. Pike, all presenters and a special mention to Dr. Wendy O'Connor and Mr. Yousuf Husain for all the work and changes accomplished in such a short amount of time. She also thanked the OneSight team for their collaboration and wished everyone a happy Thanksgiving.

Dr. Brady expressed how thankful she is to work for such an amazing District. She shared that after watching the presentations, she sees how everyone is working for kids and our Board set the tone for kids first. She invited everyone to attend the City Council meeting on November 19, 2019 at 6:00 p.m. where our students will continue to be honored in a Storm Water Pollution Calendar Contest. Continuing with the spirit of Thanksgiving, she thanked our veterans.

Ms. Sarmiento shared she read the article about the OneSight event and was very impressed with Dr. Brady's quote. She echoed everyone's sentiment and wished everyone a happy Thanksgiving and thanked everyone who attended the meeting.

20. ADJOURNMENT

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **12.B.I. Adopt Resolution #19-20.15 regarding absence of Board Member Barbara Avalos due to bereavement.**

Speaker: Leighangela Brady, Superintendent

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

Comments: Ms. Barbara Avalos was absent from the Regular Board meeting held on November 13, 2019, due to bereavement.

See attached resolution.

Attachments:
Resolution #19-20.15

National School District Resolution

#19-20.15

Absence of Board Member Barbara Avalos Due to Bereavement

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

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

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Barbara Avalos was absent from the Regular Board meeting held on November 13, 2019 due to bereavement and shall receive the maximum monthly compensation for November 2019.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 11th day of December 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

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

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
December 11, 2019

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

Employment

| | | | | |
|---------------------|--|-------------------|-----------------|--------------|
| 1. Jessica Favorite | Teacher of Special Day Class-Mild/Moderate K-6 6.58 hours per day 185 days per year Las Palmas School | December 12, 2019 | Class 1, Step 1 | General Fund |
|---------------------|--|-------------------|-----------------|--------------|

Temporary Employment

| | | | | |
|------------------------|---|---|---------------------------------------|-------------------|
| 2. Angelica Newbold | Impact Teacher 4 hours per day Not to exceed 134 days per year Las Palmas School | December 12, 2019 to June 3, 2020 | Daily Impact Teacher Rate of \$162.84 | School Site Funds |
| 3. Maria Vazquez Wolfe | Impact Teacher 4 hours per day Not to exceed 134 days per year Las Palmas School | December 12, 2019 to June 3, 2020 | Daily Impact Teacher Rate of \$162.84 | School Site Funds |

Additional Duties

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

Contract Extension/Change

| | | | | |
|--------------------|---|-------------------|-----------------|--------------|
| 4. Rebecca Heitert | From Special Day Class-Mild/Moderate Grades 4-6 Las Palmas School To Resource Specialist Program Teacher 6.58 hours per day 185 days per year Las Palmas School | December 12, 2019 | Class 1, Step 1 | General Fund |
|--------------------|---|-------------------|-----------------|--------------|

Leave of Absence

| | | | | |
|-----------------------|---------------------------------|-------------------------------------|-------------------------|--|
| 5. Ashley Allison | Teacher Lincoln Acres School | December 4, 2019 to June 3, 2020 | Child Rearing | |
| 6. Alma Garro de Knox | Teacher Kimball School | 2020-2021 school year | Unpaid leave of absence | |

CLASSIFIED STAFF RECOMMENDATIONS
December 11, 2019

Name **Position** **Effective Date** **Placement** **Funding Source**

Employment

| | | | | |
|---------------------|---|-------------------|---------------------|--------------|
| 7. Rina Bondoc | Campus Student Supervisor 3 hours per day 210 days per year Olivewood School | December 13, 2019 | Range 8, Step 1 | School Site |
| 8. Diana Diaz | Instructional Assistant-Health Care 3.25 hours per day 210 days per year Las Palmas School | December 13, 2019 | Range 18, Step 1 | General Fund |
| 9. Sabina Gonzalez | Instructional Assistant-Health Care 3.25 hours per day 210 days per year Kimball School | December 13, 2019 | Range 18, Step 1 | General Fund |
| 10. Jennifer Pangan | Campus Student Supervisor 3 hours per day 210 days per year Lincoln Acres School | December 13, 2019 | Range 8, Step 1 | School Site |

Temporary Employment

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

Additional Duties

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

Contract Extension/Change

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

Leave of Absence

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

Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

| Resignations 12/11/19 | | | |
|----------------------------------|--------------------------------------|---------------------------|-----------------------|
| Name | Position | Location | Effective Date |
| Guillermina Echeverria | Child Nutrition Services Assistant | El Toyon School | November 22, 2019 |
| Johnny Flake | School Bus Driver | Transportation Department | January 31, 2020 |
| Danyette Gonzalez | Instructional Assistant-Health Care | Las Palmas School | November 22, 2019 |
| Gladys Leon | Campus Student Supervisor | Lincoln Acres School | November 6, 2019 |
| Meghann O'Connor | Director of Student Support Services | District Office | January 2, 2020 |
| Eugenia Salazar | Impact Teacher | John Otis School | December 18, 2019 |
| Letizia Yvellez | Instructional Assistant-Health Care | Central School | December 10, 2019 |

| Retirements 12/11/19 | | | |
|---------------------------------|-----------------|-----------------|-----------------------|
| Name | Position | Location | Effective Date |
| None | | | |

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: None

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Adopt Resolution #19-20.16 which recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.**

Speaker: Alma Sarmiento, Board President

Comments: To emphasize the importance of the upcoming census, the National School District Board President will read the attached resolution aloud into the record. Census Day is April 1, 2020.

Recommended Motion: Adopt Resolution #19-20.16 which recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

Attachments:
Resolution #19-20.16

National School District Resolution

#19-20.16

2020 CENSUS

WHEREAS, the Census Bureau is required by the Constitution to conduct a count of the population and provides a historic opportunity to help shape American democracy; and

WHEREAS, the information collected by the census is confidential and protected by law;

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, census data helps determine how many seats each state will have in the House of Representatives and the data is also used in the redistricting of state legislatures, city councils, and school boards; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

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

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Nominations for representatives to CSBA's Delegate Assembly are being accepted until January 7, 2020. Voting for nominees will occur in February 2020.

Comments: Each year, Governing Boards may nominate their peers to serve as representatives to CSBA's Delegate Assembly. Elected CSBA Delegates serve two-year terms. These nominations are for the 2019-2021 term.

Recommended Motion: Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.

Attachments:
CSBA Delegate vacancies

Region 17, San Diego County, has 12 vacancies as follows:

1. Barbara Avalos (National SD)
2. Blanca Brown (Lemon Grove SD)
3. Brian Clapper (National SD)
4. Eleanor Evans (Oceanside USD)
5. Laurie Humphrey (Chula Vista ESD)
6. Claudine Jones (Carlsbad USD)
7. Michael McQuary (San Diego USD)
8. Elva Salinas (Grossmont Union HSD)
9. Debra Schade (Solana Beach ESD)
10. Nicholas Segura (Sweetwater Union HSD)
11. Marla Strich (Encinitas Union ESD)
12. Cipriano Vargas (Vista USD)

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Recognize the 2018-2019 school year medal recipients from the California Coalition for Positive Behavior Intervention Supports (PBIS).**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Each year the California Coalition for Positive Behavior Intervention Supports (PBIS) recognizes schools who dedicate their time and effort into creating school environments, culture and systems that proactively set the tone for effective behavior management. This year each school will be recognized as follows:

Ira Harbison School, Silver Medal Award
Central School, Gold Medal Award
Kimball School, Gold Medal Award
Las Palmas School, Gold Medal Award
Lincoln Acres School, Gold Medal Award
Palmer Way School, Gold Medal Award
Rancho de la Nación, Gold Medal Award
El Toyon School, Platinum Medal Award
Olivewood School, Platinum Medal Award
John Otis School, Platinum Medal Award

Comments: National School District is the first to hold Platinum Medal recognition for three schools in the South County Districts.

Agenda Item: **14.B. Approve the purchase of Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) for Central School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this purchase will allow Central to implement Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) as curriculum for the KnewSpace early literacy intervention program.

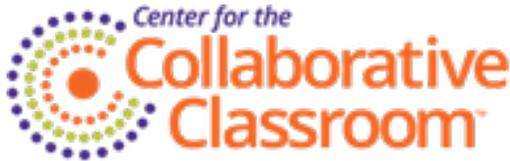
The SIPPS materials will be used within the two-hour KnewSpace rotation schedule by classroom teachers, impact teachers, and the Language Arts Specialist.

Comments: The SIPPS materials will be used within our KnewSpace program for grades first and second. KnewSpace will be implemented at Central School in December 2019 and will be the avenue used to target individual students' needs in the area of foundational skills and literacy instruction for first and second grade. In addition, SIPPs will be used with the new English Language Arts materials to provide additional targeted foundational skills instruction to students in grades kindergarten through sixth.

Recommended Motion: Approve the purchase of Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) for Central School.

Financial Impact: Cost: Not to exceed \$18,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund - Site

Attachments:
SIPPS Quote



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042

QUOTE

#Q707072

Bill To:

ATTN: MARIA DUARTE
NATIONAL SCHOOL DISTRICT
1500 N AVE
NATIONAL CITY CA 91950-4827
United States

Ship To:

ATTN: STEVEN SANCHEZ
CENTRAL ELEMENTARY SCHOOL
933 E AVENUE
NATIONAL CITY CA 91950
United States

Total: \$17,746.00**Remit to:**

Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax:
510-842-0348

| Terms | Expires | PO # | Sales Rep | Shipping Method | Date |
|--------|------------|------|-----------|-----------------|------------|
| Net 30 | 12/03/2019 | | | UPS-GD | 09/04/2019 |

| Quantity | Item | Description | Rate | Amount |
|----------|---------------|--|------------|------------|
| 6 | SPS3-CPB-REV | SIPPS 3E Beg. Class Pkg, revised | \$1,000.00 | \$6,000.00 |
| 2 | SPS3-CPC-REV | SIPPS 3E Chal. Class Pkg, revised | \$500.00 | \$1,000.00 |
| 7 | SPS3-CPE-REV | SIPPS 3E Ext. Class Pkg, revised | \$600.00 | \$4,200.00 |
| 2 | SPS3-CPRS-REV | SIPPS 3e Reading Specialist's Pkg, revised | \$2,000.00 | \$4,000.00 |

Memo:

Please note this quote will be honored within 90 days of quote issue date towards one purchase order shipping to one site. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

NEW WIRE INFO:

California Bank of Commerce:
3595 Mt. Diablo, Second Floor, Lafayette, CA 94549
ABA Routing Number: 121144696
Bank Account Number: 1092196

| | |
|----------------------|-------------|
| Subtotal | \$15,200.00 |
| Shipping Cost | \$1,216.00 |
| Tax (8.75%) | \$1,330.00 |
| Total | \$17,746.00 |



Q707072

Agenda Item: **14.C. Approve for Jannette Colada-Tacto and Angelica Benitez to represent National School District on the Community Advisory Committee.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The members of the San Diego South County SELPA Community Advisory Committee (CAC) are appointed by and responsible to the governing board of each participating district. Recommendations for appointment to membership from parents, community members, administration and staff will be presented to each district superintendent. The district superintendent will nominate members to the CAC, for appointment by the respective governing board. Such procedure shall provide that terms of appointment are for at least two years. The CAC services as a source of information for parents of disabled students, assisting in seeking out parents who may require information about special education, and assisting the SELPA's parent/community education programs. Members of the CAC are a part of the committee that cooperatively updates the Local Plan.

Comments: Jannette Colada-Tacto and Angelica Benitez have volunteered to be the National School District representatives.

Recommended Motion: Approve for Jannette Colada-Tacto and Angelica Benitez to represent National School District on the Community Advisory Committee.

Agenda Item: **14.D. Approve contract #CT3687 with Ro Health, Inc. for health staff services.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: This contract will allow National School District to provide substitute school health assistants to address health needs at school sites.

Ro Health, Inc. will provide School Health Assistant substitutes to school sites when needed and will provide Licensed Vocational Nurse (LVN) staff to students who are identified as medically fragile and whose care needs exceed the capabilities of our contracted school nurse.

Rates for the 2019-2020 are as follows:

School Health Assistant/CNA: \$27.71

Licensed Vocational Nurse: \$39.43

Registered Nurse: \$53.28

Recommended Motion: Approve contract #CT3687 with Ro Health, Inc. for health staff services.

Financial Impact: Contract cost: Not to exceed \$50,000
Additional staffing costs: \$0
Other costs: \$0
Annual Cost
General Fund

Attachments:
CT3687



SCHOOL STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this 12th day of December, 2019 ("Effective Date"), is by and between RO HEALTH, INC. ("RO HEALTH"), a Delaware corporation with its corporate office located at 1900 W Nickerson St #200, Seattle, WA 98199, and National School District (hereinafter referred to as "CLIENT") located at 1500 'N' Avenue, National City, 91950.

WHEREAS, RO HEALTH operates a staffing agency and employs personnel to provide services to CLIENT.

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (jointly hereinafter referred to as "Party/Parties"), the Parties hereby agree:

1.TERM.

The term of this Agreement will commence on the date of the last signature and will continue for three (3) years unless terminated prior thereto in accordance with the terms of this Agreement. If neither Party terminates pursuant to the terms herein, this agreement shall be automatically renewed for increment of additional (1) year periods and shall not require a writing by either party hereto in order to extend the term hereof.

2. TERMINATION.

Either Party may terminate this Agreement at any time, by providing 30 days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3.PERSONNEL.

RO HEALTH shall provide CLIENT with personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

- 3.1 Proof of current licensure, registration and or certification (if applicable).
- 3.2 Written or verbal verification of two references.
- 3.3 Written verification of worker's unrestricted credential (if applicable).
- 3.4 Written verification of current cardiopulmonary resuscitation certification (if applicable).
- 3.5 Possess proof of an annual tuberculosis test or chest X-ray.

3.6 Criminal Background Check and disclosure statement.

all aforementioned credentials are required unless written documentation from the client is provided removing the requirement for a specific position

4. PROVISION OF PERSONNEL.

4.1 At the request of CLIENT, RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH's judgment, are best qualified to perform the services requested by CLIENT as outlined in this agreement.

4.2 Upon CLIENT request, RO HEALTH shall provide documentation as required in this agreement relating to the qualifications and training of RO HEALTH employees.

5. CLIENT ORIENTATION.

CLIENT will provide RO HEALTH personnel with an orientation to CLIENT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT expectations for personnel.

6. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

7. MINIMUM BILLABLE HOURS AND SHIFT CANCELLATION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

8. CONVERSION FEE.

CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs RO HEALTH personnel, CLIENT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee or contractor; (2) provide written notice to RO HEALTH of intent to hire RO HEALTH employee and continue to employ RO HEALTH employee for a

period not less than one thousand and forty (1,040) hours; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by one thousand four hundred and fifty six (1,456) hours multiplied by twenty-five percent (25%)).

9. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains responsibility for management of care of each of its patients and for ensuring that services provided by RO HEALTH personnel under this agreement are furnished in accordance with applicable standards.

10. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement.

11. TAXES.

RO HEALTH will maintain responsibility, as the employer, for the payment of wages, and other compensation, and for any mandatory withholdings and contributions.

12. PAYMENT FOR SERVICES.

RO HEALTH will submit invoices to CLIENT at the rates established in Exhibit A every week for personnel provided to CLIENT during the preceding workweek billing period.

12.1 Payment.

Full payment of invoices is due upon receipt. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

12.2. Late Payment.

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules on any state. In the event that any

provision of this agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of the laws, rules, and regulations shall govern and supersede.

14. INDEMNIFICATION.

CLIENT agrees to indemnify and hold harmless RO HEALTH, its officers and employees from all actions asserted in connection with the negligent performance of CLIENT, its officers and employees.

15. DAMAGES.

In no event shall either party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such party has been advised of the possibility of such damages, under or in connection with this agreement, regardless of the form of action.

16. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

IN WITNESS WHEREOF, this agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

CLIENT

RO HEALTH

Printed Name

Printed Name

Signature

Signature

Date

Date

EXHIBIT A
PERSONNEL HOURLY RATES FOR CLIENT

| Nursing | |
|----------------------------|----------|
| CNA/Health Tech | \$27.71 |
| LVN | \$39.43 |
| LVN with Multiple Students | \$47.50 |
| RN | \$53.28 |
| CRN | \$63.94 |
| Paraeducator | \$30.00 |
| RBT | \$47.00 |
| BCBA | \$112.00 |

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. If RO HEALTH employee travels greater than 60 miles round trip during school assignment, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

CLIENT

RO HEALTH

Printed Name

Printed Name

Signature

Signature

Date

Date

Agenda Item: **14.E. Approve contract #CT3696 with Achieve3000 Inc. for implementation of After School Intervention (ASL) for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this contract will allow Central, El Toyon, Ira Harbison, Kimball, Las Palmas, Olivewood, John Otis, Palmer Way and Rancho de la Nación Elementary Schools to implement an evidence based after school intervention curriculum.

This contract will provide:

- Purchase of 60 subscription licenses per school of Achieve3000 aimed at increasing Lexile levels for 60 students (priority rank order 5th, 4th, 6th and 3rd) identified as Nearly Met in English Language Arts on California Assessment of Student Performance and Progress (CAASPP) System.
- Allow data sharing between National School District and Achieve3000 for these students.
- Allow teachers participating in after school intervention to be trained on Achieve3000 instructional protocol.

Upon approval, the contract subscription licenses are effective December 12, 2019 through June 30, 2020.

The subscription rate has been prorated to five months due to mid-year implementation.

Recommended Motion: Approve contract #CT3696 with Achieve3000 Inc. for implementation of After School Intervention (ASL) for the 2019-2020 school year.

Financial Impact: Contract cost: Not to exceed \$23,637
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3696



Quote ID: Q-19931
Contract Period: 12/03/2019 - 06/30/2020

Quote Date: 11/22/2019
Valid Until: 12/21/2019

Client Information

| Account Name | |
|---|--|
| National School District | |
| Address | Client |
| 1500 N Ave National City, CA 91950-4827 Phone: 619-336-7500 | Sharmila Kraft Email: skraft@nsd.us Phone: (619) 336-7742 |

Achieve3000 looks forward to partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

| Participating Schools | Total Licenses Purchased | |
|--------------------------------|--------------------------|-------|
| | Program | 19-20 |
| Central Elementary School | Literacy | 60 |
| El Toyon Elementary School | Literacy | 60 |
| Ira Harbison Elementary School | Literacy | 60 |
| John A Otis Elementary School | Literacy | 60 |
| Kimball Elementary School | Literacy | 60 |
| Las Palmas Elementary School | Literacy | 60 |
| Olivewood Elementary School | Literacy | 60 |
| Palmer Way Elementary School | Literacy | 60 |
| Rancho De La Nacion | Literacy | 60 |

| Product | Cost | Qty | Total |
|---|---------------------|------------|----------------------|
| Achieve3000's Boost, Access and Espanol Solutions for all of your students. Requires Achieve3000 Pro purchase. <i>(BAE-EXPNDR)</i> | \$1,500.00 per site | 9.00 | \$13,500.00 |
| Achieve3000's Pro Differentiated Literacy Solution: includes 540 student licenses <i>(LIT-STDT)</i> | \$23,637.00 | 1 | \$23,637.00 |
| Professional Development Services – 3 Days Onsite <i>(PDI)</i> | | | |
| Subtotal | | | \$37,137.00 |
| Order Total | | | \$37,137.00 |
| Achieve3000 Student FIRST Grant | | | (\$13,500.00) |
| New Total | | | \$23,637.00 |

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-19931: \$37,137.00

| | |
|--|---------------------------|
| <hr/> National School District <i>Account Name</i> | <hr/> Achieve3000 |
| <hr/> <i>Signature</i> | <hr/> <i>Signature</i> |
| <hr/> <i>Name / Title</i> | <hr/> <i>Name / Title</i> |
| <hr/> <i>Date</i> | <hr/> <i>Date</i> |

The Complete Signed Quote and Purchase Orders can be sent to:
Achieve3000
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
Fax: (316) 221-0718
Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms-of-service. By signing this quote, you are agreeing to such terms and conditions.

About Achieve3000®

Achieve3000 is the leading literacy platform in today's blended learning programs, with cloud-based solutions that serve more than three million students worldwide. Based on decades of scientific research, Achieve3000's patented and proven differentiated instruction for grades PreK-12 and adult education reaches all students at their individual reading levels to accelerate learning, improve high stakes test performance, and drive college and career success. To explore more options, such as our multi-year quote with LOCKED-IN PRICING for three full years, please contact sales.support@achieve3000.com for an adjusted quote.

Discover all of Achieve3000's research-based solutions by visiting www.achieve3000.com.



Agenda Item: **15. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / None

Abstract:

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Report on and approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2019 (Exhibit B).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Comments: The Report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. The information is used to process budget revisions necessary to reflect current and projected conditions and to provide a certification of the District's ability to meet its financial obligations. Itemized revisions reflect General Fund revenue and expenditure adjustments since the September 11, 2019 Budget Revisions.

FUND BALANCE RESERVES

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

NEGOTIATIONS

Negotiations are currently settled with National City Elementary Teachers Association (NCETA) and California School Employees Association (CSEA) for the 2019-20 school year.

MULTIYEAR PROJECTIONS FOR 2019-20, 2020-21 and 2021-2022

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

Recommended Motion: Approve the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2019 (Exhibit B).

Attachments:
Exhibit B

Agenda Item: **16.B. Ratify change orders, submitted by Straight Line General Contractors, Incorporated for the Parking Lot Project at Olivewood School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On April 24, 2019, the Governing Board awarded contract #CT3593 to Straight Line General Contractors, Incorporated for the Olivewood Parking Lot Project, Bid No. 18-19-184A. The project was scheduled to be completed during the 2019 summer break at a cost of \$976,400.00. Ratification of change orders in the attached list, in an amount of \$40,575.39 will allow the District to begin the close out of the project. These change orders are a combined total change order amount of 4.16% of the bid amount.

Comments: Change Orders ratified are #CO-01 through #CO-16, with the following excluded: #CO-02 (Rejected)

Change Orders are caused by three things as follows:

1. Change in scope: Generally, a change in scope is made by a District representative when reassessing the functionality and/or aesthetics of the project during construction.
2. Concealed field condition: Concealed or unforeseen field conditions occur during construction when conditions are revealed that could not otherwise have been known.
3. New requirements by outside parties: Most construction projects require certification in one form or another by third party agencies such as the Department of State Architect (DSA), County Department of Health Services, etc. It is not unusual for these agencies to add or change requirements during the construction process and/or after the bid has been awarded.

Recommended Motion: Ratify change orders, submitted by Straight Line General Contractors, Incorporated for the Parking Lot Project at Olivewood School.

Financial Impact: Cost: \$40,575.39
 Additional staffing costs: \$0
 Other costs: \$0
 One time cost
 General Obligation Bond Fund

Attachments:
 Change Order Log
 Exhibit C

Agenda Item: **16.C. Approve contract #CT3277 with Dale Scott & Company to provide Continuing Disclosure Services for the Measure N Bonds.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The District must comply with the required secondary market disclosures as required under the tax regulations of the Treasury Department for the Measure N General Obligation Bonds. With approval of this contract, Dale Scott & Company will ensure District compliance with the required disclosures.

Comments: Dale Scott & Company shall perform all the required disclosures, including the following:

A. Preparation of Annual Report: Include all relevant district information and required items from the continuing disclosure certificate (CDC) from each of the District's outstanding financings.

B. Annual Filing of Annual Report, Budget and Audit: File all materials as required under each CDC with the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) portal.

C. Preparation and Filing of Significant Events: Significant market events are required to be filed within 10 days of their occurrence (as reported in publicly available media or as so informed by the District). Examples of these events include delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, or any other significant event.

The agreement was for 5 years (beginning in January 2016), with no annual price escalation. The cost of the services is \$5,000, with the District agreeing to pay for all reasonable and necessary out-of-pocket expenses at their direct cost plus 5%.

Recommended Motion: Approve contract #CT3277 with Dale Scott & Company to provide Continuing Disclosure Services for the Measure N Bonds.

Financial Impact: Contract cost: Not to exceed \$6,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3277



May 09, 2019

Board of Trustees
 c/o Chris Carson, Assistant Superintendent, Business Services
 National School District
 1500 N. Avenue
 National City, CA, 91950

**Re: National School District
 Agreement for Financial Advisory Services**

Ladies and Gentlemen:

It is our understanding that the National School District (the "District") wishes to address its capital needs by reviewing its current debt profile, placing general obligation bonds before the voters, issuing general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"). In connection with this goal, Dale Scott & Company, Inc. ("DS&C") proposes to advise and assist the District as its independent financial advisor as set forth below (the "Agreement").

- I. **Advisory Services Provided.** The services to be provided under this Agreement are set forth below:
 - a. **Pre-Election Services.** If the District prepares for and/or conducts a bond election, DS&C will provide the following services as needed:
 - Review District's overall financing needs and recommend appropriate financing vehicle
 - Review District project list including anticipated costs
 - Develop an election and financing timetable
 - Review historical assessed valuation patterns
 - Calculate bonding capacity of District, less any outstanding debt
 - Prepare a financing plan including alternative amortization schedules of the Bonds' principal repayment, alternative total bond issue amounts, alternative repayment plans, alternative scenarios for timetable of bond issuance
 - Analyze impact of alternative bond scenarios on tax rates
 - Recommend proposed bond amount and issuance schedule
 - Prepare ballot language
 - Review financial aspects of resolutions prepared by bond counsel to confirm that potential financing plans are permitted
 - Advise District as to information to be distributed to public regarding proposed bond issue
 - Prepare tax rate statement for ballot
 - Prepare argument for ballot and rebuttal (if necessary)
 - b. **Survey Research Services.** If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:
 - Overall performance of district
 - Quality of education

- Quality of district facilities
- Perceived need for a bond issue
- Need for the funding of specific projects
- Willingness to raise taxes for bond

c. **Bond Issuance Services.**

- Analyze issues such as debt capacity, assessed valuation growth, alternative financing structures, and developments in the bond market
- If requested, oversee the selection process and assembly of finance team members
- Prepare schedule of financing and see that all parties take the necessary actions to ensure timely completion of financing
- Size and structure the bond financing to meet District's cash flow needs and tax rate goals
- Provide legal counsel with information necessary for the preparation of authorizing resolutions and related legal documentation

If District chooses to issue Bonds through a competitive bid process:

- Review competitive bid Notice of Sale and Bid Form
- Electronically distribute bid documents to qualified underwriters and post bid documents on DS&C's web site
- Monitor and verify bids on day of sale
- Coordinate award of winning bid
- Verify final interest calculations
- Review tax opinion, arbitrage certificate and continuing disclosure certificate
- Assist with management and coordination of pre-closing and closing as needed

If District chooses to issue Bonds through a negotiated bid process:

- Consult with District as to preferred members of financing team or, if requested by District, manage selection process of underwriting team through written and/or oral interviews and negotiate all fees
- Review underwriter's proposed structure and make recommendations as appropriate
- Independently gather interest rate information based on recent tax-exempt sales activity
- Review proposed underwriting fees as well as all other fees and make recommendations as appropriate
- Confer with underwriter to discuss sales goals, specific marketing concerns, timing of sale, and condition of the market
- Review pre-pricing and final interest rate scale and make suggested modifications based on competitive market data
- Review final pricing and give District final opinion regarding competitiveness of underwriter's proposed interest rate scale
- Verify final interest calculations
- Review tax opinion, arbitrage certificate and continuing disclosure certificate
- Assist with management and coordination of pre-closing and closing as needed



II. **Limitations on Services.**

- a. The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.
- b. Unless otherwise provided above, DS&C is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about DS&C provided by DS&C for inclusion in such documents.

III. **Compensation.** Payment of all fees and expenses may be made from any source of legally available funds. For its services as set forth in this Agreement, DS&C shall be compensated as follows:

- a. **Pre-Election Services.** For Pre-Election Services, the District shall pay DS&C a one-time fee of \$30,000 per election.
- b. **Survey Research Services.** If Survey Research Services are provided, the District shall pay DS&C a one-time fee of \$10,000 per survey. In addition, the District agrees to reimburse DS&C for approved out of pocket expenses related to the collection of survey research data in an amount not to exceed \$5,000.
- c. **Bond Issuance Services.** For Bond Issuance Services, the District shall pay DS&C as follows:
 - For General Obligation Bonds, with the exception of Bond Anticipation Notes, a fee of \$60,000 per series of Bonds issued
 - For Certificates of Participation, a fee of \$75,000 per series of Bonds issued
 - For Tax Revenue Anticipation Notes, a fee of \$25,000 per series of Bonds issued
 - For Refundings, a fee of \$75,000 per series of Bonds issued
 - For Bond Anticipation Notes, a fee of \$25,000 per series of Bonds issued
- d. **Expenses.** The District agrees to reimburse DS&C reasonable and necessary out-of-pocket expenses at their direct cost, plus 5%, in an amount not to exceed \$8,000 per financing.

IV. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date signed by an authorized representative of the District and remain in effect for five years. Either party may terminate this Agreement at any time with 30 days' written notice of such termination. If such termination is requested by the District, the District agrees to compensate DS&C for its services performed to date and expenses as mutually agreed upon.

The District agrees DS&C shall be the sole financial advisor in relation to the sale of the Bonds during the term of this Agreement, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of DS&C.

V. **Additional Matters.**

- a. **Insurance.** DS&C shall maintain in full force and effect workers' compensation insurance, general liability insurance, and professional liability and/or errors and omissions insurance covering its employees at its own expense. Evidence of such insurance shall be provided to the District upon request.
- b. **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the parties with respect to the subject matter herein. No amendment or addition to this

Agreement shall be valid unless such amendment or addition is in writing and signed by the parties hereto.

- c. **Jurisdiction.** It is expressly understood and agreed that this Agreement and all questions arising there under shall be construed according to the laws of the State of California, without reference to any conflicts of law provisions. Any litigation or arbitration between the parties will take place in the appropriate court or legal forum located closest to San Francisco, California.
- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.
- f. **Property of District.** All work performed by DS&C pursuant to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.
- g. **Notices.** The parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically. Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the parties shall be addressed to the signatories below at their respective addresses listed above.
- h. **Attorneys' Fees.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, the prevailing party in said action or proceedings shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of the services of the counsel of the District or the counsel of DS&C.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.
- j. **Severability.** If a provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

- k. **Official Statement.** DS&C is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about DS&C provided by DS&C for inclusion in such documents.
- l. **Certain Mandatory Disclosures.** DS&C agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are attached here as Appendix A. DS&C agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

Dale Scott & Company, Inc.

National School District

By:

Accepted:



Dale Scott, President

Title:

Date:



APPENDIX A:

DISCLOSURES REQUIRED UNDER MSRB RULE G-10 AND G-42

Required Disclosures. MSRB Rule G-10 and G-42 require that DS&C provide you with the following disclosures of actual and potential material conflicts of interest, of information regarding certain legal events and disciplinary history, and of information regarding municipal advisory client education and protection.

- 1) **Disclosures of Conflicts of Interest.** DS&C makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under its Agreement with the District, together with explanations of how DS&C addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, DS&C mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates DS&C to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to DS&C's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.
 - a) **Compensation-Based Conflicts.** The financial advisory fees due under DS&C's agreement with the District are contingent upon the completion of the financing for which DS&C is providing municipal advisory services and may be based on metrics such as refunding savings. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for DS&C to advise the District to complete a financing or to alter the structure of a financing. This conflict of interest is mitigated by our fiduciary obligation to the District as described above. Further, DS&C works closely and carefully with the District to ensure the structure of the financing is appropriate for the District's needs.
 - b) **Related Disclosure Relevant to the District.** DS&C may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under DS&C's agreement with the District. Similarly, DS&C may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with DS&C under its Agreement.
 - c) **Other Municipal Advisor Relationships.** DS&C serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, DS&C could potentially face a conflict of interest arising from these competing client interests.
- 2) **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the



integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G-10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, DS&C sets out below required disclosures and related information in connection with such disclosures.

- a) **Registration.** DS&C is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.
- b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
- c) **Material Legal or Disciplinary Events.** There are no legal or disciplinary events that are material to the District's evaluation of DS&C or the integrity of DS&C's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, DS&C regularly updates its Forms MA and MA-I with information pertinent to the firm. In response to item 6(g)(2) on the Form MA-I for Dale Scott, DS&C has filed notice regarding a non-public, fact-finding investigation by the SEC which is currently ongoing.
- e) **How to Access Form MA and Form MA-I Filings.** DS&C's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Dale Scott & Co" at:
<https://www.sec.gov/edgar/searchedgar/companysearch.html>

Agenda Item: **16.D. Approve consultant contracts #CT3689 and #CT3690 with Catholic Charities for participation in their Foster Grandparents Program.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The mission of the Foster Grandparents Program is to create an enriching environment for retired seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs, including tutoring and mentoring.

Comments: The contracts, sites, and the number of Foster Grandparents of participating schools in the program are:

#CT3689, Palmer Way School, seven Foster Grandparents

#CT3690, El Toyon School, five Foster Grandparents

The cost of the foster grandparents is \$200 per grandparent. In addition, the District will provide one meal a day at a cost of \$4.50 per day, per grandparent.

Recommended Motion: Approve consultant contracts #CT3689 and #CT3690 with Catholic Charities for participation in their Foster Grandparents Program.

Financial Impact: Contract cost: Palmer Way School-\$1,400 and El Toyon School-\$1,000
Additional staffing costs: \$0
Other costs: \$11,340
Annual Cost
General Fund - Site

Attachments:
CT3689
CT3690

CATHOLIC CHARITIES

Senior Services

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

*Catholic Charities
And
Palmer Way Elementary School*

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The Volunteer Station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2020 through December 31, 2020.

1. The sponsor will:

- a. recruit, interview, screen (includes DOJ, FBI fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. Furnish adequate volunteer accident and medical insurance at \$50,000 per occurrence and excess liability insurance coverage in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate as required by Foster Grandparent Program (FGP) Federal Guidelines. Proof of coverage to be provided with the annual renewal of the MOU agreement.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.

- f. provide on-going in-service training for volunteers throughout their tenure in the program.
- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.
- h. Provide technical support regarding program services, guidelines and policies and procedures upon initial startup and/or as needed.
- i. Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
- j. No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

2. The Volunteer Station will (please initial):

- 1. _____ accommodate 7 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs or a need for academic support for a minimum period of 15 hours per week.
- 2. _____ develop and track Volunteer Assignment Plans, as appropriate, for each child assigned to a Foster Grandparent.
- 3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4. _____ compile and/or provide to the FGP Director outcome related data for year end performance and outcome reports.
- 5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6. _____ provide supervision of volunteers in coordination with the FGP staff.
- 7. _____ provide volunteers with site specific orientation, training (20 hours of pre-service for new volunteers), and assignments which utilize their skills and abilities.

- 8._____ may provide cash/in-kind contribution(s) in support of the program.
- 9._____ has the right to request the FGP Director to transfer or remove a volunteer.
- 10._____ provide for adequate health and safety protection of volunteers at the volunteer station.
- 11._____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury Incident Reports.
- 12._____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference, military status or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
- 13._____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
- 14._____ provide meeting space for training purposes, individual interviews and consultations.
- 15._____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
- 16._____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing/advertising materials when the information is related to the Catholic Charities Foster Grandparent Program.
- 17._____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agencies and/or organizations.

18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION

Palmer Way School

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

TO: Foster Grandparent Program of San Diego County
FROM: Chris Carson, Palmer Way School
RE: In-Kind Meals

This is to certify that between the period of January 1, 2020 through December 31, 2020, meals at a minimum value of \$4.50 (please initial) each will voluntarily be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site. Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

Palmer Way School

is effective from January 1, 2020 through December 31, 2020. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2020 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

CATHOLIC CHARITIES

Senior Services

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

*Catholic Charities
And
El Toyon Elementary School*

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The Volunteer Station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2020 through December 31, 2020.

1. The sponsor will:

- a. recruit, interview, screen (includes DOJ, FBI fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. Furnish adequate volunteer accident and medical insurance at \$50,000 per occurrence and excess liability insurance coverage in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate as required by Foster Grandparent Program (FGP) Federal Guidelines. Proof of coverage to be provided with the annual renewal of the MOU agreement.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.

- f. provide on-going in-service training for volunteers throughout their tenure in the program.
- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.
- h. Provide technical support regarding program services, guidelines and policies and procedures upon initial startup and/or as needed.
- i. Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
- j. No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

2. The Volunteer Station will (please initial):

- 1. _____ accommodate 5 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs or a need for academic support for a minimum period of 15 hours per week.
- 2. _____ develop and track Volunteer Assignment Plans, as appropriate, for each child assigned to a Foster Grandparent.
- 3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4. _____ compile and/or provide to the FGP Director outcome related data for year end performance and outcome reports.
- 5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6. _____ provide supervision of volunteers in coordination with the FGP staff.
- 7. _____ provide volunteers with site specific orientation, training (20 hours of pre-service for new volunteers), and assignments which utilize their skills and abilities.

- 8._____ may provide cash/in-kind contribution(s) in support of the program.
- 9._____ have the right to request the FGP Director to transfer or remove a volunteer.
- 10._____ provide for adequate health and safety protection of volunteers at the volunteer station.
- 11._____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury Incident Reports.
- 12._____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference, military status or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
- 13._____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
- 14._____ provide meeting space for training purposes, individual interviews and consultations.
- 15._____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
- 16._____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing/advertising materials when the information is related to the Catholic Charities Foster Grandparent Program.
- 17._____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agencies and/or organizations.

18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION

El Toyon Elementary School

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

TO: Foster Grandparent Program of San Diego County
FROM: Chris Carson, El Toyon School
RE: In-Kind Meals

This is to certify that between the period of January 1, 2020 through December 31, 2020, meals at a minimum value of \$4.50 (please initial) each will voluntarily be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site. Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

El Toyon School

is effective from January 1, 2020 through December 31, 2020. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2020 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

Agenda Item: **16.E. Approve consultant contracts #CT3691 with Catholic Charities for participation in their Foster Grandparents Program.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The mission of the Foster Grandparents Program is to create an enriching environment for retired seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs, including tutoring and mentoring.

Comments: The contracts, sites, and the number of Foster Grandparents of participating schools in the program are:

#CT3549, Preschool School, Thirteen Foster Grandparents

The cost of the foster grandparents is \$200 per grandparent. In addition, the District will provide two meals a day at a cost of \$6.25 per day, per grandparent.

Recommended Motion: Approve consultant contracts #CT3691 with Catholic Charities for participation in their Foster Grandparents Program.

Financial Impact: Contract cost: \$2,600
Additional staffing costs: \$0
Other costs: \$13,800
Annual Cost
Preschool Fund

Attachments:
CT3691

CATHOLIC CHARITIES

Senior Services

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

Catholic Charities And National Child Development Center

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The volunteer station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2020 through December 31, 2020.

1. The sponsor will:
 - a. recruit, interview, screen (including FBI/DOJ fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
 - b. furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program (FGP) Guidelines.
 - c. retain full responsibility for the management and fiscal control of the program.
 - d. require physical examination for all volunteers prior to assignment and annually thereafter.
 - e. specify those activities which are appropriate and inappropriate for volunteers to perform.
 - f. provide on-going in-service training for volunteers throughout their tenure in the program.

349 Cedar Street, San Diego, CA 92101-3197 Tel. (619) 231-2828 Fax (619) 234-2272

250 W. Orange Ave, El Centro, CA, 92243 Tel. (760) 353 - 6822 Fax (760) 353-0120

Member Agency of United Way Member Agency of Catholic Charities USA office

- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

2. The Volunteer Station will:

1. _____ accommodate 12 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs for a minimum period of 20 hours per week.
2. _____ develop and track Volunteer Assignment Plans (VAPs), as appropriate, for each child assigned to a Foster Grandparent and return to the program office within the requested timeframe.
3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
4. _____ compile and/or provide to the FGP Director outcome related data for year-end progress and performance reports.
5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
6. _____ provide supervision of volunteers in coordination with the FGP staff.
7. _____ provide volunteers with site specific orientation, training and assignments which utilize their skills and abilities.
8. _____ provide cash/in-kind contribution(s) in support of the program.
9. _____ have the right to request the FGP Director to transfer or remove a volunteer.
10. _____ provide for adequate health and safety protection of volunteers at the volunteer station.
11. _____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, VAPs, Accident & Injury, etc.

12. _____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
13. _____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
14. _____ provide meeting space for training purposes, individual interviews and consultations.
15. _____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
16. _____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing or advertising materials, when the information is related to the Catholic Charities Foster Grandparent Program.
17. _____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agency and/or organization.
18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.

21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.

22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Individual Site Locations and Number of FGP Placements:

1. Lincoln Acres / Preschool Center (2): 2401 East 24th St, National City, CA
2. Central (2): 933 E Avenue, National City, CA 91950
3. Olivewood (2): 2505 F Ave, National City, CA 91950
4. Palmer Way (2): 2900 Palmer St., National City, CA 91950
5. El Toyon (2): 2000 E Division St., National City, CA 91950
6. Las Palmas (2): 1900 E 18th St., National City, CA 91950

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION

National Child Development Center

BY: _____
Chris Carson

TITLE: Assistant Superintendent, Business Services

ADDRESS
1500 N Ave.

National City, CA 91950

619-336-7717

DATE _____

DATE : _____

TO: Foster Grandparent Program of San Diego County
FROM: Chris Carsen, National Child Development Center
RE: In-Kind Meals

This is to certify that between the period of January 1, 2020 through December 31, 2020, meals at a combined daily rate of \$6.25 (please initial after value of meals) which includes breakfast and lunch will be provided voluntarily by our facility from non-federal funds for Foster Grandparent volunteers assigned at these sites.

Foster Grandparents' time sheets will verify the number of meals provided daily and monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

National Child Development Center

is effective from January 1, 2020 through December 31, 2020. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

Agenda Item: **16.F. Approve contract #CT3693 with SafeStaff California for training for the January 13, 2020 Professional Development Day for Child Nutrition Services (CNS).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: SafeStaff California will provide eight (8) hours of extensive food service sanitation training to Child Nutrition Services staff. At the end of the training, the attendees will take a ServSafe exam to become ServSafe certified.

Comments: The San Diego County Department of Environmental Health requires that every commercial kitchen have one person ServeSafe certified. In addition, all Kitchen Managers are required in their job descriptions to have ServeSafe certification. ServSafe certification is a recognized industry standard for food service workers. Cost is \$99 per person. Attendance is voluntary for CNS staff. The sum of \$4,455.00 is the maximum if all staff attend. In addition, staff that attend will be paid three hours of additional time, at a cost not to exceed \$3,510.00. ServeSafe certification must be renewed every five years.

Recommended Motion: Approve contract #CT3693 with SafeStaff California for training for the January 13, 2020 Professional Development Day for Child Nutrition Services (CNS).

Financial Impact: Contract cost: Not to exceed \$4,455
Additional staffing costs: \$3,510
Other costs: \$0
One time cost
General Fund

Attachments:
CT3693

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

Contract No. CT3693

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 12th day of December, 2019,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

SafeStaff California Taxpayer ID Number 7561 Center Ave. #51
Contractor Mailing Address

Huntington Beach CA 92647, hereinafter referred to as "Contractor."
City State Zip Code

- Services to be provided by Contractor. Professional Development.
Food service sanitation training and certification for Child Nutrition Services classified staff at
the District Office.
Location
- Term. Contractor shall provide services under this Agreement on
January 13, 2020.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered
pursuant to this Agreement a total fee not to exceed Four Thousand Four Hundred Fifty Five dollars
Dollars (\$4,455.00). District shall pay Contractor within 15 days of receipt of
invoice by Business Services.
- 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
- 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
 Assistant Superintendent of Business Services

 Title

 Signature of Authorized Agent

 Typed Name

 Social Security or Taxpayer I. D. No.

Board Approval Date: _____

 (Area Code) Telephone Number

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

Agenda Item:

17. BOARD WORKSHOP

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**