



Governing Board Agenda

April 13, 2016

Welcome

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

Our Governing Board

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.

Barbara Avalos, Member

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2016.

Maria Betancourt-Castañeda, Member

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

Brian Clapper, President

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2016.

Maria Dalla, Clerk

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

Alma Sarmiento, Member

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans With Disabilities Act

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

Translation Services

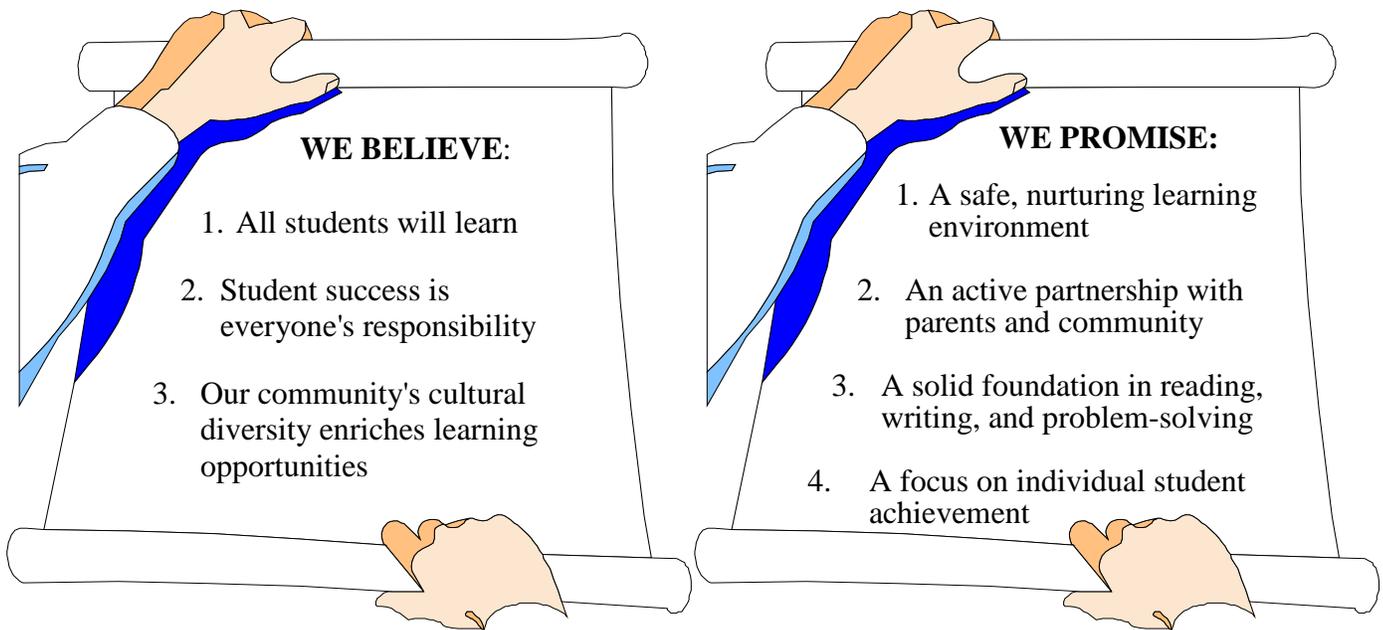
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

Equal Opportunity Employer

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the 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.

District Vision and Core Values

Creating Successful Learners...NOW





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, April 13, 2016

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

This meeting may be recorded

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

Creating Successful Learners... Now

April 13, 2016

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

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

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION – 4:00 PM

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Superintendent

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Recognize Scott Harms, District Maintenance Worker-HVAC, as National School District Employee of the Month for April 2016.

Raul Martinez,
Director of
Maintenance,
Operations and
Facilities

April 13, 2016

10. PUBLIC COMMUNICATIONS

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11. AGENDA

11.A. Approve agenda.

Chris Oram,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

12.A. Minutes

12.A.I. Approve the minutes of the Special Board Meeting held on March 8, 2016. Chris Oram,
Superintendent

12.A.II. Approve the minutes of the Special Board Meeting held on March 9, 2016. Chris Oram,
Superintendent

12.A.III. Approve the minutes of the Regular Board Meeting held on March 9, 2016. Chris Oram,
Superintendent

12.A.IV. Approve the minutes of the Special Board Meeting held on March 21, 2016. Chris Oram,
Superintendent

12.B. Administration

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

12.C. Human Resources

12.C.I. Pre-approval to hire temporary employees. Cindy Frazee,
Assistant
Superintendent, Human
Resources

12.C.II. Ratify/approve recommended actions in personnel activity list. Cindy Frazee,
Assistant
Superintendent, Human
Resources

April 13, 2016

12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.

Cindy Frazee,
Assistant
Superintendent, Human
Resources

12.D. Educational Services - None

Paula Jameson-
Whitney, 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. Approve a cost-of-living salary adjustment (COLA) for all confidential and supervisory personnel of two and a half percent (2.5%) on the current salary schedule, effective July 1, 2015, provide 1.5% for the classification study currently being conducted and increase the District's maximum contribution toward health and welfare benefits to \$12,000 for all confidential and supervisory personnel for the 2015-2016 school year.

Chris Oram,
Superintendent

13.B. Approve a cost-of-living salary adjustment (COLA) for non-contracted management personnel of two percent (2.0%) on the current salary schedule and the inclusion of a longevity increase at years 10, 13, 16 and 19 on the management salary schedule at a total cost to the District of an additional two percent (2.0%) and increase the District's maximum contribution toward health and welfare benefits to \$12,000 for all non-contracted management personnel for the 2015-2016 school year.

Chris Oram,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Approve Contract #CT3290 with Christina Corsello, to provide Diagnostic Observation Scales (ADOS) Professional Development for School Psychologists and Speech & Language Pathologists.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

14.B. Approve contract #CT3292 with Family Vision Care to provide (24) sessions of vision therapy for student SSID #1418428001 as outlined in the Individualized Evaluation Plan under the treatment plan received from San Diego Unified School District.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

April 13, 2016

14.C. Approve Educator Effectiveness Funding Plan.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

15. BUSINESS SERVICES

15.A. Adopt Resolution #15-16.30 of the National School District Governing Board of the National School District approving and authorizing execution of the Site Lease, Facilities Lease, and Construction Services Agreement, and accompanying documents all relating to the Summer 2016 Projects at Kimball, Las Palmas, Olivewood, and John Otis Schools.

Christopher Carson, Assistant Superintendent, Business Services

15.B. Amend Master Consulting Services Agreement, Statement of Work and Statement of Work No. 1 with American Fidelity Services LLC for utilization of Worxtime Program and Employer Reporting services.

Christopher Carson, Assistant Superintendent, Business Services

15.C. Approve contract #CT3294 with Dale Scott & Company (DS&C) for General Obligation (GO) Bond for Pre-Election Services.

Christopher Carson, Assistant Superintendent, Business Services

16. HUMAN RESOURCES

16.A. Conduct Public Hearing pursuant to Government Code Section 3547(a) regarding the initial proposal from the NCETA for a new successor agreement.

Cindy Frazee, Assistant Superintendent, Human Resources

16.B. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the National City Elementary Teachers Association to open negotiations for a new three-year agreement.

Cindy Frazee, Assistant Superintendent, Human Resources

16.C. Adopt proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for a new three-year agreement.

Cindy Frazee, Assistant Superintendent, Human Resources

17. BOARD WORKSHOP

17.A. Board Workshop on Community Support Services: Family Resource Center/National City Collaborative.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

April 13, 2016

17.B. Board Workshop on Technology Acquisition for the 2016-2017 school year.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

April 13, 2016

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

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

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

Agenda Item: **4. CLOSED SESSION – 4:00 PM**

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Superintendent

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

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

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

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

Agenda Item: **8. ROLL CALL**

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

Staff:
Chris Oram, Ed.D., Superintendent
Chris Carson, Assistant Superintendent-Business Services
Paula Jameson-Whitney, Assistant Superintendent-Educational Services
Cindy Frazee, Assistant Superintendent-Human Resources

April 13, 2016

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize Scott Harms, District Maintenance Worker-HVAC, as National School District Employee of the Month for April 2016.**

Author/Speaker: Raul Martinez, Director of Maintenance, Operations and Facilities
Board Member Dalla

Quick Summary / Abstract: The Maintenance and Operations Director would like to recognize Scott Harms, Maintenance Worker-HVAC as the Employee of the Month for April 2016.
Comments: Mr. Harms works at the Maintenance & Operations Department as the Maintenance HVAC & Locksmith person for the District. He always goes above and beyond the duties of his position, doing “Whatever it Takes” to make sure that all schools are both safe and running smoothly. Mr. Harms takes pride in providing our students and staff secure and excellent comfort; giving our students the best learning environment possible.

Mr. Harms has been incredibly supportive and instrumental in the new Director’s transition at the Maintenance & Operations Department. He has supported the new leadership with his valuable guidance and knowledgeable support by answering questions and taking the time to explain past District facilities history. He prioritizes what’s most important and is always available to help and to problem-solve. He has the rare combination of paying attention to details, without losing sight of the big picture. His leadership in our department is invaluable and will be deeply missed upon his retirement in June.

April 13, 2016

Agenda Item:

10. PUBLIC COMMUNICATIONS

Quick Summary /
Abstract:

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April 13, 2016

Agenda Item: **11. AGENDA**

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

Author/Speaker: Chris Oram, Superintendent

Superintendent's
Recommended
Motion: Approve agenda

April 13, 2016

Agenda Item:

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Quick Summary /
Abstract:

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items 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.

Superintendent's
Recommended
Motion:

Approve Consent Calendar

April 13, 2016

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

Agenda Item: **12.A.I. Approve the minutes of the Special Board Meeting held on March 8, 2016.**

Author/Speaker: Chris Oram, Superintendent

Attachments:

Special Board Minutes - 03/08/2016

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on March 9, 2016.**

Author/Speaker: Chris Oram, Superintendent

Attachments:

Special Board Minutes - 03/09/2016

Agenda Item: **12.A.III. Approve the minutes of the Regular Board Meeting held on March 9, 2016.**

Author/Speaker: Chris Oram, Superintendent

Attachments:

Board Minutes - 03/09/2016

Agenda Item: **12.A.IV. Approve the minutes of the Special Board Meeting held on March 21, 2016.**

Author/Speaker: Chris Oram, Superintendent

Attachments:

Special Board Minutes - 03/21/2016

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

March 08, 2016
4:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 4:01 PM:

Present:

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

1. CALL TO ORDER

President Clapper called the public meeting to order at 4:01 p.m.

2. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

None

5. ADJOURN TO CLOSED SESSION

6. CLOSED SESSION

Closed session was held from 4:01 p.m. to 5:35 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54957: Public Employee Performance Evaluation--Title: Superintendent; and with Government Code Section 54957.6: Conference with Labor Negotiator Agency negotiator: Chris Oram, Employee organizations: Management, Supervisory, Confidential Employees. All board members were present. Chris Oram was present from 4:16 p.m. to 4:35 p.m.

7. ADJOURNMENT

The meeting was adjourned at 5:35 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

March 09, 2016
3:30 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 3:48 PM:

Present:

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

1. CALL TO ORDER

President Clapper called the public meeting to order at 3:48 p.m.

2. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

None

5. GENERAL FUNCTIONS

5.1. Board Workshop on parliamentary procedure.

Dennis Spillane gave a presentation on parliamentary procedure.

6. ADJOURNMENT

The meeting was adjourned at 5:11 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

March 09, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:02 PM:

Present:

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

1. CALL TO ORDER

President Clapper called the public meeting to order at 5:15 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 5:15 p.m. to 6:00 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Public Employee Discipline/Dismissal/Release; and with Government Code Section 54957.6: Conference with Labor Negotiator - Agency negotiator: Cindy Frazee, Employee organizations: California School Employees Association and National City Elementary Teachers Association. All board members were present. Cindy Frazee was present from 5:22 p.m. to 6:00 p.m. Chris Carson was present from 5:28 p.m. to 6:00 p.m. Chris Oram was present from 5:15 p.m. to 6:00 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Clapper called the public meeting to order at 6:02 p.m.

7. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

8. ROLL CALL

Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Presentation by John Otis School students.

Students from John Otis School gave a presentation on their ?? program. Board member, Alma Sarmiento, presented each of the students with a certificate, book and bookmark.

9.B. Recognize Mrs. Veronica Merida Hernandez, John Otis School, as the National School District Volunteer of the Month for March 2016.

Recognized Mrs. Veronica Merida Hernandez, John Otis School, as the National School District Volunteer of the Month for March 2016. Principal, Felipe De La Peña, introduced Mrs. Hernandez and commented on her many fine qualities.

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

9.C. Recognize Sarah Watson, Resource Specialist Program (RSP) Teacher at Olivewood School, as National School District Employee of the Month for March 2016.

Recognized Sarah Watson, Resource Specialist Program (RSP) Teacher, Olivewood School, as National School District Employee of the Month for March 2016.

On behalf of the Governing Board, Brian Clapper, presented Ms. Watson with a certificate and a District watch.

9.D. Introduce and welcome the new employees.

Cindy Frazee, Assistant Superintendent, Human Resources, introduced and welcomed the new employees.

10. PUBLIC COMMUNICATIONS

Lynn Stacey, NCETA, spoke regarding negotiations.

Tamlyn McKean, teacher, spoke regarding negotiations, survey results and committee structure.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda with the exception of items 13.A, 13.B and 13.C Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, Approve Consent Calendar Passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on February 24, 2016.

12.B. Administration

12.B.I. Adopt Resolution #15-16.28 declaring the month of April 2016 as Public Schools Month and the week of April 11 through April 15, 2016, as Public Schools Week.

12.C. Human Resources

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

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

12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.

12.D. Educational Services

12.D.I. Extend contract #CT3004 with Cox California Telecom, LLC for Telecommunication Services-Data Circuits for the 2016-2017 E-Rate School Year, beginning July 1, 2016 and ending June 30, 2017.

12.D.II. Approve extension of contract #CT3143 with Verizon Communications for the District's Cellular phone services through September 30, 2017.

12.D.III. Approve extension of contract #CT3145 with GigaKom for the maintenance of District hardware for the District's wide-area network through September 30, 2017.

12.D.IV. Approve Consultant Contract #CT3281 with Mad Science of San Diego to present science workshops for each Gifted and Talented Education (GATE) class at Ira Harbison

School.

12.D.V. Approve Non-Public School placement and Individual Service Agreement #CT3287 with Stein Education Center. Stein will provide an educational program for student #3702897 for the remainder of the 2015-16 school year.

12.D.VI. Adopt Resolution #15-16.29, declaring the week of April 10 through April 16, 2016 as the "Week of the Young Child."

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. Approve a cost-of-living salary adjustment (COLA) for all confidential and supervisory personnel of four percent (4.0%) on the current salary schedule, effective July 1, 2015.

Item pulled from agenda.

13.B. Approve a cost-of-living salary adjustment (COLA) for non-contracted management personnel of two percent (2.0%) on the current salary schedule and the inclusion of a longevity increase at years 10, 13, 16 and 19 on the management salary schedule at a total cost to the District of an additional two percent (2.0%).

Item pulled from agenda.

13.C. Approve an increase the District's maximum contribution toward health and welfare benefits to \$12,000 for all confidential, supervisory, contracted management and non-contracted management personnel for the 2015-2016 school year.

Item pulled from agenda.

14. EDUCATIONAL SERVICES

14.A. Approve Contract #CT3270 with Sweetwater Union High School District Division of Adult Education to Provide Adult English Language Development Classes.

Motion Passed: Following discussion, Approve Contract Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14.B. Approve Consultant Contract #CT3288 with Learning Headquarters to provide staff development in writing to Lincoln Acres Teachers.

Motion Passed: Approve Contract Passed with a motion by Ms. Maria Dalla and a second by Ms. Alma Sarmiento.

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

15. BUSINESS SERVICES

15.A. Presentation and approval of the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2016 (see Exhibit B).

Motion Passed: Following presentation and discussion, Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report Passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

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

15.B. Approval of the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2016 for Beacon Classical Academy National City (see Exhibit C).

Motion Passed: Following discussion, Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report for Beacon Classical Academy National City. Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

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

15.C. Authorize the Assistant Superintendent of Business Services to advertise for Bid #15-16-159 Electronic Device Charging Cabinets.

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

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

15.D. Accept the following gifts:

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

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

16. HUMAN RESOURCES

16.A. Approve Consultant Contract #CT3289 with Donna Patrick to provide facilitation regarding Educator Evaluation.

Motion Passed: Following discussion, Approve Consultant Contract Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

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

16.B. Approve the Job Description for Caregiver Special Education.

Motion Passed: Following discussion, Approve the Job Description Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

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

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Mrs. Avalos shared that she was able to read at five schools last week. She shared that she also visited CVLSS with Mrs. Ruan and was impressed by their program.

Mrs. Betancourt-Castañeda congratulated the students, the Volunteer of the Month and the Employee of the Month. She shared that she was able to read at a few of the schools last week. She wished everyone a restful Spring Break.

Mrs. Sarmiento congratulated the students, the Volunteer of the Month and the Employee of the Month.

Mrs. Dalla congratulated the students, the Volunteer of the Month and the Employee of the Month. She shared that she was able to read at three schools last week.

Mrs. Frazee congratulated the students, the Volunteer of the Month and the Employee of the Month. She congratulated Mrs. De La Rosa on being selected as the YMCA REACH Program Principal of the Year.

Mr. Carson welcomed the new staff members.

Dr. Oram thanked the students for their wonderful presentation. He congratulated Mrs. De La Rosa on being selected as the YMCA REACH Program Principal of the Year. He shared that the District Mariachi group will be performing at the National City Chamber of Commerce Mariachi Festival on Sunday, March 13 at 4:00 p.m. He congratulated the schools for putting on such wonderfully creative Read Across America events last week.

Mr. Clapper congratulated the students, the Volunteer of the Month and the Employee of the Month. He shared that he attended the Adelante Mujer Conference on Saturday and enjoyed it very much. He shared that he was able to read at all ten schools last week. He gave kudos to Mr. Vine for a job well done.

19. ADJOURNMENT

The meeting was adjourned at 7:46 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

March 21, 2016
2:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 2:02 PM:

Present:

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

1. CALL TO ORDER

President Clapper called the public meeting to order at 2:02 p.m.

2. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

None

5. ADJOURN TO CLOSED SESSION

6. CLOSED SESSION

Closed session was held from 2:02 p.m. to 2:55 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54957: Public Employee Appointment--Title: Superintendent. Chris Oram was present from 2:02 p.m. to 2:50 p.m.

7. ADJOURNMENT

The meeting was adjourned at 2:55 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

April 13, 2016

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

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

Author/Speaker: Chris Oram, Superintendent

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

The intent of the Williams settlement is to ensure that all students have equal access to:

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

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

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

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

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

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of January through March 2016, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:
Williams Quarterly Report

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: January – March 2016

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

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

Submitted by: Yvette Olea

Title: Executive Assistant to the Superintendent

April 13, 2016

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

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

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: At the May 27, 2015 board meeting the Governing Board pre-authorized the Assistant Superintendent of Human Resources to offer employment to temporary certified employees.

Attachments:

Pre-approved temporary employees

**Temporary Hires Pre-Approved
04/13/16**

Name	Position	Location	Effective Date
1. Timothy Kent	Impact Teacher	Las Palmas School	March 7, 2016

April 13, 2016

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

Author/Speaker: Cindy Frazee, 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

April 13, 2016

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

1. Natalie Rosas	Teacher of Special Day class Mild-Moderate Rancho de la Nación School	April 5, 2016	Class 1, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

None				
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Release of Temporary Employment

Impact Teachers

2. Timothy Kent	Impact Teacher	Release from temporary assignment on June 15, 2016		
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Contract Extension/Change

None				
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Unpaid Leave of Absence

3. Emily Caballero	Teacher Ira Harbison School	April 5, 2016 – June 15, 2016	FMLA	
4. Semmi-Lu Sataofaiga	Teacher Central School	2016-2017 School year		

CLASSIFIED STAFF RECOMMENDATIONS

April 13, 2016

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

5. Vanessa Cesena	Office Technician – District 8 hours per day 223 days per year District Business Services Department	April 14, 2016	Range 18, Step 1	General Fund
6. Raymond Chaffee	Custodian – Night 8 hours per day 12 months per year District Maintenance and Operations Department	April 14, 2016	Range 15, Step 1	General Fund
7. Carolina Howard	Child Nutrition Services Assistant 3 hours per day 208 days per year	April 14, 2016	Range 11, Step 1	General Fund
8. Jazmin Mendez Llanes	Child Nutrition Services Assistant 3 hours per day 208 days per year	April 14, 2016	Range 11, Step 1	General Fund
9. Gilbert Mendoza	Computer Systems Technician 8 hours per day 12 months per year District Management Information Systems Department	April 18, 2016	Range 33, Step 1	General Fund

Contract Extension/Change

10. Martha Vazquez	From Office Technician Human Resources Department to Human Resources Specialist Human Resources Department	April 14, 2016	Range 32C, Step 1	General Fund
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Unpaid Leave of Absence

None				
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April 13, 2016

Agenda Item: **12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

**Resignations/Retirements
04/13/16**

Name	Position	Location	Effective Date
Tracy Emerick	Child Nutrition Services Assistant	Central School	March 31, 2016
Scott Harms	Maintenance/HVAC	District	June 29, 2016
Monica Martin	Impact Teacher	Kimball School	March 2, 2016
Grace Moreno	Child Nutrition Services Assistant	Olivewood School	April 8, 2016
Guadalupe Murillo	School Bus Driver	District	April 7, 2016
Arlene Pedroza	Library Media Specialist	Lincoln Acres/Kimball Schools	March 31, 2016
Alta Dian Powell	Administrative Assistant – Department	District	June 30, 2016
Jose Pulido	Teacher	Las Palmas School	June 8, 2016
Kristina Rysedorph	Enrichment Teacher	Kimball/John Otis Schools	June 8, 2016
Karen Smerdon	Teacher	El Toyon School	June 15, 2016
Jeannette Solorzano	Instructional Assistant – Preschool	Central School	June 15, 2016
Michael Thomas	Special Day Class Teacher	Rancho de la Nación School	April 8, 2016

April 13, 2016

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

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

Quick Summary /
Abstract: None

April 13, 2016

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.**

Author/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 - 04/13/2016

April 13, 2016

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve a cost-of-living salary adjustment (COLA) for all confidential and supervisory personnel of two and a half percent (2.5%) on the current salary schedule, effective July 1, 2015, provide 1.5% for the classification study currently being conducted and increase the District's maximum contribution toward health and welfare benefits to \$12,000 for all confidential and supervisory personnel for the 2015-2016 school year.**

Author/Speaker: Chris Oram, Superintendent

Quick Summary / Abstract: CSEA and National School District have reached a tentative agreement, which was ratified by CSEA membership on November 13, 2015. The District is still in negotiations with NCETA for the 2015-2016 school year.

Comments: The District Superintendent is recommending that the Board approve the salary package for the 2015-2016 school year for confidential and supervisory personnel.

Superintendent's Recommended Motion: Approve a cost-of-living salary adjustment

Financial Impact: Approximately \$56,547
Annual Cost
General Fund

April 13, 2016

Agenda Item: **13.B. Approve a cost-of-living salary adjustment (COLA) for non-contracted management personnel of two percent (2.0%) on the current salary schedule and the inclusion of a longevity increase at years 10, 13, 16 and 19 on the management salary schedule at a total cost to the District of an additional two percent (2.0%) and increase the District's maximum contribution toward health and welfare benefits to \$12,000 for all non-contracted management personnel for the 2015-2016 school year.**

Author/Speaker: Chris Oram, Superintendent

Quick Summary / Abstract: CSEA and National School District have reached a tentative agreement, which was ratified by CSEA membership on November 13, 2015. The District is still in negotiations with NCETA for the 2015-2016 school year.

Comments: The District Superintendent is recommending that the Board approve the salary package for the 2015-2016 school year for non-contracted management personnel.

Superintendent's Recommended Motion: Approve a cost-of-living salary adjustment

Financial Impact: Approximately \$80,500
Annual Cost
General Fund

April 13, 2016

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve Contract #CT3290 with Christina Corsello, to provide Diagnostic Observation Scales (ADOS) Professional Development for School Psychologists and Speech & Language Pathologists.**

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

Quick Summary / Abstract: Autism Diagnostic Observation Scales (ADOS) is an observational assessment of Autism Spectrum Disorders (ASDs). It is a, standardized assessment of communication, social interaction, play, and restricted and repetitive behaviors. It presents various activities that elicit behaviors directly related to a diagnosis of ASD. By observing and coding these behaviors, you can obtain information that informs diagnosis, treatment planning, and educational placement. The administration for the ADOS and coding are highly standardized. Therefore, valid assessment requires training.

Comments: Dr. Christina Corsell from Rady's Children's Hospital will be providing this two-day professional development to all school psychologists and Speech Therapists for the National School District. Other districts from the South County have been invited and will support recoupment of costs for the professional development. This seminar aligns with the current best evaluative practices and procedures and will be used in the educational planning for students from Pre-Kinder to Sixth grade.

Superintendent's Recommended Motion: Approve Contract

Financial Impact: Not to exceed \$3,500
One time cost
Special Education Funds

Attachments:
CT3290

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
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NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Christina Corsello

Typed Name

Asst. Supt., Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: 4/13/16

(Area Code) Telephone Number

April 13, 2016

Agenda Item: **14.B. Approve contract #CT3292 with Family Vision Care to provide (24) sessions of vision therapy for student SSID #1418428001 as outlined in the Individualized Evaluation Plan under the treatment plan received from San Diego Unified School District.**

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

Quick Summary /
Abstract: Vision service will be provided by Family Vision Care, Optometry for student #1418428001. Services were determined necessary by the IEP team at San Diego Unified School District for the educational benefit of the student. These specialized services cannot be provided by district staff, therefore, services will be provided by the recommended outside provider. Family Vision Care works with issues related to vision and learning, providing support to many students throughout the county.

Comments: Student is currently in a general education classroom and has demonstrated difficulty with visual motor integration as it relates to written language and fine motor skills. Student has (24) sessions of vision therapy that had not been completed at the previous school district. To fulfill the treatment plan, the (24) sessions must be completed as outlined in the Individualized Education Plan.

Superintendent's
Recommended
Motion: Approve Contract

Financial Impact: Not to exceed \$2,700
One time cost
Special Education Funds

Attachments:
CT3292

[06 - 00]-[6500 - 000]-[5770]-[2100]-[5800 - 100]-[022]
Fund Res Goal Function Object School

Contract No. CT3292

National School District Independent Contractor Agreement

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

Family Vision Care 4310 Genesse Avenue, Suite 101

Contractor

Taxpayer ID Number

Mailing Address

San Diego CA 92117, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Family Vision Care will provide 24 sessions of vision therapy within a 12 month period.

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

2. Term. Contractor shall commence providing services under this Agreement on April 15, 2016, and will diligently perform as required and complete performance by April 15, 2017.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Dollars (\$ 2,700.00). District shall pay Contractor according to the following terms and conditions:
Family Vision Care will invoice district.
-
-
-

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

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
None
-
-

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

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

For Contractor: Family Vision Care
4310 Genesee Avenue, Suite 101
San Diego CA 92117

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

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

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

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

This Agreement is entered into this 14 day of April, 2016.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Typed Name

Assist. Supt. Business Services/Superintendent

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: 4/13/16

(858) 560-5181

(Area Code) Telephone Number

April 13, 2016

Agenda Item: **14.C. Approve Educator Effectiveness Funding Plan.**

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

Quick Summary / Abstract: Educator Effectiveness funding is available to county offices of education, school districts, charter schools (both direct and locally funded), and state special schools that reported full-time equivalent (FTE) certificated staff in the California Longitudinal Pupil Achievement Data System (CALPADS) for the 2015-2016 fiscal year. The Educator Effectiveness funds are specifically to be used for professional development, coaching and support services. Funds may be expended for the following purposes:

1. Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing.
2. Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support by local educational agencies.
3. Professional development for teachers and administrators that is aligned to the state content standards.
4. To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

Comments: The majority of the funding in NSD's plan is dedicated to the new teacher Induction Program. Currently, our new teachers must pay for the classes needed to clear their credential. (All new teachers begin with a preliminary credential, and must take continuing education to obtain a "clear" credential.) The Educator Effectiveness plan will provide funding for the induction program. This will allow NSD to be competitive with other school districts currently offering Induction free of charge to its new teachers. It will also enable our teachers to have continuing education specific to the needs of students in the District, and aligned with the NSD's Local Control Accountability Plan and Strategic Plan.

In addition to the Induction program funding, there are dollars allocated in the plan to assist beginning administrators, support classroom teachers with implementation of common core units of study, and provide professional learning for Special Education Instructional Aides.

Superintendent's Recommended Motion: Approve 2015-2018 Educator Effectiveness Plan

Financial Impact: \$459,023
3 year cost
Educator Effectiveness Funds

Attachments:
Educator Effectiveness Plan

Teacher Effectiveness Plan

The Educator Effectiveness funding is available to county offices of education, school districts, charter schools (both direct and locally funded), and state special schools that reported full-time equivalent (FTE) certificated staff in the California Longitudinal Pupil Achievement Data System (CALPADS) for the 2015-2015 fiscal year (FY). The Educator Effectiveness funds are specifically to be used for professional development, coaching and support services, as outlined in Section 58 of Assembly Bill (AB) 104, Chapter 13, statutes of 2015 and amended by Section 8 of Senate Bill (SB) 103, Chapter 324, statutes of 2015. Funds will be expended for the following purposes:

1. Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing and pursuant to Section 44259 of the Education Code.
2. Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support by local educational agencies.
3. Professional development for teachers and administrators that is aligned to the state content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.08, 60605.11, 60605.85, as that section read on June 30, 2014, and 60811.3, as that section read on June 30, 2013, of the *Education Code*.
4. To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

<p>A. Beginning Teacher and Administrator Support and Mentoring \$300,000 - <i>Payment for Induction for all beginning teachers, effective 2015-2016 to 2017-2018.</i> National School District’s induction program currently provides its teachers with training specific to NSD’s initiatives and local needs. NSD has been implementing Data Teams through the Local Control Accountability Plan, along with Common Core Units of study. These two programs speak directly to the needs of the population of National City- high poverty and English Learners. Using the Educator Effectiveness funds will for Induction will allow for training that will support its student population. - <i>Tier II credential support for new National School District administrators.</i> Using NSD’s current cadre of ACSA certified administrator coaches, NSD will provide support for its new administrators, customized to the needs of its school sites and student population.</p>	\$300,000
<p>B. Professional Development, Coaching and Support Services</p>	0.0
<p>C. Professional Development for Teachers and Administrators -Per Local Control Accountability Plan and National School District Strategic Plan,</p>	\$100,000

continued training on Common Core State Standards- specifically related to leadership for math and English Language Arts Common Core Units of Study
 -Certificated training on Common Core math content standards and methodology
 -Certificated training for integrated English Language Development providing teachers with strategies to assist National School District English Learners in accessing California Common Core Standards.
 - Specific dates and costs for all the above trainings will be outlined in the District's overall professional development plan at the beginning of each school year.

D. Training on Mentoring and Coaching Certificated Staff and Paraprofessionals **\$33,290**
 - Training for teacher leaders on peer coaching for Common Core Standards.
 - Professional Development for Special Education Instructional Aides supporting Common Core Units of Study for Special Day and Resource students.
 - Specific dates and costs for all the above trainings will be outlined in the District's overall professional development plan at the beginning of each school year.

	Sub Total \$433,290
	Indirect: \$25,737
	Totals: \$459,027.00

April 13, 2016

Agenda Item: **15. BUSINESS SERVICES**

Agenda Item: **15.A. Adopt Resolution #15-16.30 of the National School District Governing Board of the National School District approving and authorizing execution of the Site Lease, Facilities Lease, and Construction Services Agreement, and accompanying documents all relating to the Summer 2016 Projects at Kimball, Las Palmas, Olivewood, and John Otis Schools.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approve Preliminary Preconstruction Services Agreement (CT3293) with Balfour Beatty Construction, LLC ("Balfour Beatty") for the Summer 2016 Projects at Kimball, Las Palmas, Olivewood, and John Otis Schools.

The Preliminary Guaranteed Maximum Price of these Measure N Projects is \$9,999,826. The projects were estimated by the Balfour Beatty estimating department to calculate this price. The projects will be bid out by Balfour Beatty, and the final bid amounts will then be brought back to the Governing Board for final approval of the Guaranteed Maximum Price.

Included in this Preliminary Guaranteed Maximum Price is the twelve month site lease of \$1,031,118.

The Preliminary Guaranteed Maximum Price \$9,999,826 is comprised of the following values:

\$2,258,887 Kimball School
\$3,019,103 Las Palmas School
\$2,891,905 Olivewood School
\$1,795,336 John Otis School
\$ 34,595 Interest on Lease

Comments: Lease-Leaseback documents are available in the Superintendent's Office for review.

Superintendent's Recommended Motion: Adopt Resolution

Financial Impact: \$9,999,826
One time cost
Measure N Funds

Attachments:
Resolution #15-16.30

National School District

Resolution

#15-16.30

A RESOLUTION OF THE GOVERNING BOARD OF THE NATIONAL SCHOOL DISTRICT APPROVING AND AUTHORIZING EXECUTION OF SITE LEASE, FACILITIES LEASE, CONSTRUCTION SERVICES AGREEMENT, AND ACCOMPANYING DOCUMENTS ALL RELATING TO THE SUMMER 2016 PROJECTS AT KIMBALL, LAS PALMAS, OLIVEWOOD, AND JOHN OTIS SCHOOLS

WHEREAS, the National School District (“District”) currently owns land upon which the following schools are situated:

Kimball Elementary School, 302 W. 18th Street, National City, CA 91950

Las Palmas Elementary School, 1900 E. 18th Street, National City, CA 91950

Olivewood Elementary School, 2505 “F” Avenue National City, CA 91950

John Otis Elementary School, 621 E. 18th Street, National City, CA 91950; and

WHEREAS, the District desires to remodel and improve existing facilities (“Project”) at the Sites; and

WHEREAS, Balfour Beatty Construction, LLC (“Company”) has been selected as the lessee and builder; and

WHEREAS, California Education Code § 17406 permits the governing board of school districts to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for construction thereon, of improvements for the use of the District during the term of the lease, and provided that title to those improvements shall vest in the District at the expiration of the lease; and

WHEREAS, the Governing Board of the District (the “Board”) has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project using the lease-leaseback process described in this resolution; and

WHEREAS, the District will lease the Project site (“Project Site”) to the Company for the Company to construct the Project; and

WHEREAS, the Company will then lease the Project Site back to the District, and the District will make lease payments to the Company; and

Resolution #15-16.30
April 13, 2016
Page 2

WHEREAS, the Company has agreed to a one-year lease with principal in the amount of \$996,523.10 and interest in the amount of \$34,594.86 and to perform the services to construct the Project and permanently improve the Site for a guaranteed maximum price of \$9,999,825.86; and

WHEREAS, in order to complete the Project within the established timelines, maximize the value of the funds available, commence the submittal process, and procure long lead time for key trade items, the District has determined it is necessary and in the District's best interests to begin work as soon as possible; and

WHEREAS, the District wishes the Project to commence the construction services on or around April 13, 2016, to meet construction deadlines and ensure that the Project is completed by August 19, 2016.

NOW, THEREFORE, the Governing Board of the National School District does hereby resolve, order, and determine as follows:

1. The above recitals are true and correct.
2. The Board authorizes the Superintendent, or his designee, to execute a Site Lease, Facilities Lease, and Construction Services Agreement, including incorporated exhibits, copies of which are on file and available for review in the office of the Superintendent, subject to minor revisions during the course of negotiation necessary to effect the intent of the parties, and subject to Board ratification.
3. The Board authorizes the Superintendent, or his designee, to take all actions necessary or appropriate to effectuate the purposes of this resolution and to complete the Project.
4. This resolution shall take effect immediately upon its adoption.

President of the Governing Board of
National School District

ATTEST:

Clerk of the Governing Board
of the National School District

Resolution #15-16.30
April 13, 2016
Page 3

I, Chris Oram, Ed.D., Secretary to the Governing Board of the National School District of San Diego County, California, do hereby certify that the above and foregoing resolution was duly and regularly adopted by said Board at a special meeting held on the 13th day of April, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of April 2016.

Secretary to the Governing Board
National School District

00151-00005/765317.1

April 13, 2016

Agenda Item: **15.B. Amend Master Consulting Services Agreement, Statement of Work and Statement of Work No. 1 with American Fidelity Services LLC for utilization of Worxtime Program and Employer Reporting services.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The employer shared responsibility provisions of the Affordable Care Act (ACA) require employers to offer adequate and affordable coverage to substantially all full-time employees or trigger an ACA Employer Mandate penalty. This requires the District to identify full-time employees and determine how many of them are eligible for coverage during any given month. This is particularly challenging for school districts due to the fluctuations in staff hours on a daily, weekly, and monthly basis.

Comments: In order to comply with the Affordable Care Act (ACA) and avoid non-compliance penalties, the District must offer variable-hour employees, including permanent intermittent employees, health coverage if they work an average of thirty or more hours per week. The District employs many such employees and must establish a measurement period each year to identify each employee's eligibility, determine the length and timing of the measurement period, and offer affordable insurance to eligible employees in a timely manner. The Worxtime Program offered by American Fidelity Services LLC will provide the District with the ability to properly track the hours of these staff members. The Worxtime Program is designed to monitor the hours worked by all employees, trigger notification when new employees become eligible for health coverage, monitor the affordability aspects of the ACA, and provide an auditable tracking tool for long-term compliance needs.

The initial startup fees and ongoing fees are structured as follows:

Initial Setup Fee - \$995

Per Employee Fees - \$0.45 per month for each employees

Per Employee Fees for Employer Reporting Services - \$3.00 per year for each employee

On August 12, 2015, the Board approved the Master Consulting Services Agreement, Statement of Work and Statement of Work No. 1 with not to exceed \$10,000 per year. At that time, we calculated the total contract on a twelve month measurement period. However, our measurement period for 2015 was for twenty months from November 2013 to June 2015. The fees incurred for uploading employee hours for twenty months were not included in the original Board approved not to exceed amount.

Superintendent's Recommended Motion: Amend Master Consulting Services Agreement

Financial Impact: Not to exceed \$16,000
Annual cost
General Fund

April 13, 2016

Agenda Item: **15.C. Approve contract #CT3294 with Dale Scott & Company (DS&C) for General Obligation (GO) Bond for Pre-Election Services.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Measure N, a \$26.1 Million Dollar General Obligation (GO) Bond, was passed overwhelmingly by the voters of National City in November 2014. The District has issued \$18.0 Million of these GO Bonds to date. However, we are not able to issue the remaining \$8.1 Million in voter approved authorization until the property tax base of the District supports the repayment of the bonds. In order to continue moving the National School District Long Range Facility Master Plan forward, the District must pursue additional funding sources for these projects.

Comments: Approval of this contract would allow for the District to conduct a survey of potential voters to gauge their interest in another GO Bond measure from the National School District. Since this would be another voter approved bond, the District would be allowed to issue additional bonds for construction. Should the Governing Board then choose to place another GO Bond on the November 2016 ballot, this contract would provide all pre-election services.

Dale Scott & Company is currently the District's Financial Advisor for the Measure N General Obligation Bonds, and conducted these same services for that election cycle.

Superintendent's Recommended Motion: Approve Contract

Alternatives: Not to Exceed \$53,000
One time cost
General Fund

Attachments: CT3294

April 1, 2016

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

Re: Agreement for Pre-Election Services

Ladies and Gentlemen:

It is our understanding that the National School District (the "District") wishes to address its capital needs by reviewing the potential for placing a general obligation bond on the November 2016 ballot. In connection with this District 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.** DS&C shall perform all the duties and services it deems necessary or advisable, or are reasonable and necessary, to accomplish the intent of this Agreement in a manner consistent with the standards and practices of professional financial advisors including:
 - a. **Survey Research Services.** 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
 - b. **Pre-election Services.** In preparation for a bond election, DS&C will provide the following services:
 - Review District's overall financing needs and recommend appropriate financing vehicle
 - Review District project list including anticipated costs and construction start and end dates
 - Develop an election and financing timetable including: date of election, Board action date, date of tax rate statement
 - 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 (e.g. level debt service, ascending debt), 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 resolutions prepared by bond counsel
 - Advise District as to information to be distributed to public regarding proposed bond issue
 - Prepare tax rate statement for ballot
 - Prepare the argument for ballot and rebuttal (if necessary)



II. **Compensation.** For its services as set forth in this Agreement, DS&C shall be compensated as follows:

- a. **Survey Research Services.** If Survey Research Services are provided, the District shall pay DS&C a one time fee of \$15,000 per survey. Payment shall be due upon delivery of survey results to the District.
- b. **Pre-Election Services.** Should the District decide to seek voter approval of a general obligation bond, the District shall pay DS&C a pre-election services fee of \$30,000 payable on or after November 8, 2016.
- c. **Expenses.** The District agrees to reimburse DS&C approved reasonable and necessary out-of-pocket expenses at their direct cost plus 5%, in an amount not to exceed \$8,000.

III. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date signed by an authorized representative of the District and shall be terminated on November 8, 2016.

IV. **Additional Matters.**

- a. **Definitions.** For the purposes of this Agreement, the term Bond refers to all bonds approved by the voters prior or subsequent to the date of this Agreement including but not limited to any bond anticipation notes and refunding bonds.
- b. **Political Contributions.** DS&C may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, DS&C has not made, considered, or discussed a contribution to any campaign connected with the referenced refunding of general obligation bonds. This agreement does not obligate DS&C to contribute to any particular campaign or election. DS&C has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.
- 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.
- d. **Discrimination Prohibited.** DS&C agrees not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age or physical handicap. Any subcontract entered into by DS&C pursuant to this Agreement shall contain this provision.
- e. **Assignment of Agreement.** DS&C shall not assign or hypothecate this Agreement without first obtaining the written approval of the District.
- f. **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.
- g. **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.
- h. **Notices.** In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties notice to the District shall be addressed to the Superintendent of the District. Notice to DS&C shall be addressed to: Dale Scott & Company Inc., 650 California Street, 8th Floor, San Francisco, California, 94108.

- i. **Section Headings.** The article and section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.
- j. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter herein. There are no representations, covenants or understandings other than those expressed or referred to herein. Each party to this Agreement acknowledges that no other party or agent of any other party has made any promise, representation or warranty, expressed or implied, not contained or referred to herein concerning the subject matter of this agreement, to induce that party to execute this agreement. Each party acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty not specifically contained or referred to herein.
- k. **Amendments to Agreement.** No amendment or addition to this agreement shall be valid unless such amendment or addition is in writing and signed by all parties hereto.
- l. **Indemnification.** DS&C agrees to defend, indemnify and hold harmless District from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of DS&C's officers, directors, agents, employees or subcontractors.

Dale Scott & Company



President

Accepted:

Title:

Date:

April 13, 2016

Agenda Item: **16. HUMAN RESOURCES**

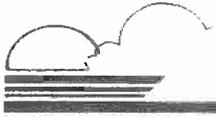
Agenda Item: **16.A. Conduct Public Hearing pursuant to Government Code Section 3547(a) regarding the initial proposal from the NCETA for a new successor agreement.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as “sunshining,” gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiation process with recognized employee organizational representatives.

Comments: Conduct Public Hearing pursuant to Government Code Section 3547(a) regarding the initial proposal from the NCETA for a new successor agreement.

Attachments:
NCETA Initial Proposal



NCETA

National City Elementary Teachers Association
1061 Tierra del Rey, Suite 100 • Chula Vista, CA 91910

Proposals from NCETA for the successor contract between NCETA and NSD to begin July 1, 2016.

Article 3 – Preschool

- Update current article by reviewing and negotiating any changes in exclusions
- Increase out of contract pay
- Provide preparation time
- Increase salary and possibly create a salary schedule

Article 4 – Organizational Security and Association Rights

- Update section for religious objection
- Revise Consultation and Representation section for increased association representation
- Increase Association leave

Article 6 – Hours of Employment

- Return the calendar to fully negotiable
- Provide for adequate teacher directed planning and preparation time
- Provide for adequate teacher directed collaboration time

Article 8 – Leaves

- Revise Language to comply with new legislation regarding child bonding leave

Article 10 – Class Size

- Update class size language and propose optimal class sizes for all classrooms

Article 13 – Part-Time Employment

- Update language for impact teachers including salary provisions

Article 14 – Health and Welfare Benefits

- Ensure competitive benefits for optimal retention and recruitment of unit members

Article 15 – Salaries

- Ensure competitive salaries for optimal retention and recruitment of unit members

Article 16 – Management Rights

- Ensure optimal management for the benefit of students and unit members

Article 19 – Special Education

- Ensure adequate time for unit members to fulfill their duties and obligations as Special Educators

Article 20 – Peer Assistance and Review (PAR)

- Review and update the PAR program
- Negotiate BTSA program

Article 21 – Discipline Procedure

- Re define Just Cause Discipline

Article 23 – Inclement Weather and other Acts of Nature

- Update
-

April 13, 2016

Agenda Item: **16.B. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the National City Elementary Teachers Association to open negotiations for a new three-year agreement.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as “sunshining”, gives the public the opportunity to express their views at a board meeting prior to the Board’s adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives.

Comments: Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the National City Elementary Teachers Association to open negotiations for a new three-year agreement.

April 13, 2016

Agenda Item: **16.C. Adopt proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for a new three-year agreement.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The current Agreement between NCETA and the National School District expires June 30, 2016. The District has developed an initial proposal for a new three-year agreement for the 2016-2017, 2017-2018 and 2018-2019 school years.

Comments: The District's initial proposal for a new three-year agreement is attached.

Superintendent's Recommended Motion: Adopt proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for a new three-year agreement.

Attachments:
NSD Initial Proposal

DRAFT Proposal Subject to Subsequent Board Approval

INITIAL PROPOSAL FROM THE NATIONAL SCHOOL DISTRICT TO NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION FOR A NEW THREE YEAR AGREEMENT

April 13, 2016

PREAMBLE: Except for the following all provisions remain the same:

Delete the third paragraph

TERM OF AGREEMENT: The Agreement shall be effective on the date of final ratification by both parties up to and including June 30, 2019.

ARTICLE 1, Definition of Terms: No Changes

ARTICLE 2, Recognition: No Changes

ARTICLE 3, Preschool Teachers Special Provisions: No Changes

ARTICLE 4, Organizational Security and Association Rights: No Changes

ARTICLE 5, Negotiations Procedures: No Changes

ARTICLE 6, Hours of Employment: Except for the following all provisions remain the same:

2. Unit Member Duty Day

D. A unit member shall be entitled to utilize up to ~~twelve (12)~~ four (4) occasions during non-instructional time each school year upon notification to the principal or designee.

ARTICLE 7, Transfer and Reassignment: No Changes

ARTICLE 8, Leaves: No Changes

Revise Language to adhere to new legislation regarding child bonding leave.

ARTICLE 9, Safety Conditions of Employment: No Changes

ARTICLE 10, Class Size: No Changes

ARTICLE 11, Evaluation Procedures:

Negotiate changes recommended by the Educator, Evaluation and Effectiveness Committee regarding teacher evaluation.

ARTICLE 12, Grievance Procedure: No Changes

DRAFT Proposal Subject to Subsequent Board Approval

ARTICLE 13, Part-Time Employment: No Changes

ARTICLE 14, Health and Welfare Benefits:

Adjust the District's annual maximum contribution per eligible full-time employee to _____ effective on the first of the month after final ratification of the agreement.

ARTICLE 15, Salaries:

Adjust employee salary schedule by _____ effective on the first of the month after final ratification of the agreement.

ARTICLE 16, Management Rights: Except for the following all provisions remain the same:

1. C: To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities, **including the employment of part-time employees.**

ARTICLE 17, No Strike - No Lockout: No Changes

ARTICLE 18, Effect of Agreement:

2. For the 2017-2018 and 2018-2019 school years reopeners shall include, Article 14 Health and Welfare benefits, Article 15 Salaries and one additional article of each party's choice.

ARTICLE 19, Special Education: No Changes

ARTICLE 20, Peer Assistance and Review (PAR): No Changes

ARTICLE 21, Discipline Procedures: No Changes

ARTICLE 22, Summer School: No Changes

ARTICLE 23, Inclement Weather and Other Acts of Nature: No Changes

The District reserves the right to add to this initial proposal.

April 13, 2016

Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **17.A. Board Workshop on Community Support Services: Family Resource Center/National City Collaborative.**

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

Quick Summary /
Abstract: The National City Collaborative (NCC) is the infrastructure for joint strategic planning and integrated programs, policies or facilities development. National School District has always served as the fiscal agent for the Collaborative and the integrated services. Program delivery has been traditionally been offered to the community through the Family Resource Centers (FRC), located at Kimball Elementary and Lincoln Acres Elementary.

At one time, the Collaborative was supported by 17 different funding streams. Currently, only 9 agencies support the collaborative, with National School District responsible for over half of the total budget.

Current services provided by the Collaborative include: crisis counseling and brokering of counseling services, prevention services that bring information and education to the community, adult education, after-school tutoring, Spanish literacy, health education classes, TB testing, immunization clinics, assistance with forms, as well as advocacy.

Comments: This Board Workshop will cover the history of the collaborative, the current needs of the community as indicated through parental and staff input, research on best practices to support communities to benefit the needs and academic growth of a community's student population, and the potential for restructuring the way in which this critical services have traditionally been provided.

April 13, 2016

Agenda Item: **17.B. Board Workshop on Technology Acquisition for the 2016-2017 school year.**

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

Quick Summary / Abstract: Using funds from the Local Control Accountability Plan, National School District is greatly expanding its technology Program. The presentation will provide the Governing Board the details on this initiative:

- Types of technology devices, how they differ from past computers
- Ongoing purchase plan
- Plan for installation of storage and delivery of devices
- Potential professional learning opportunities that will be developed for certificated and classified staff
- The impact of the new technology on student learning

Dr. Cindy Vasquez will be presenting and answering questions regarding the program.

April 13, 2016

Agenda Item: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**