



Governing Board Agenda

August 10, 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-Castañeda 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

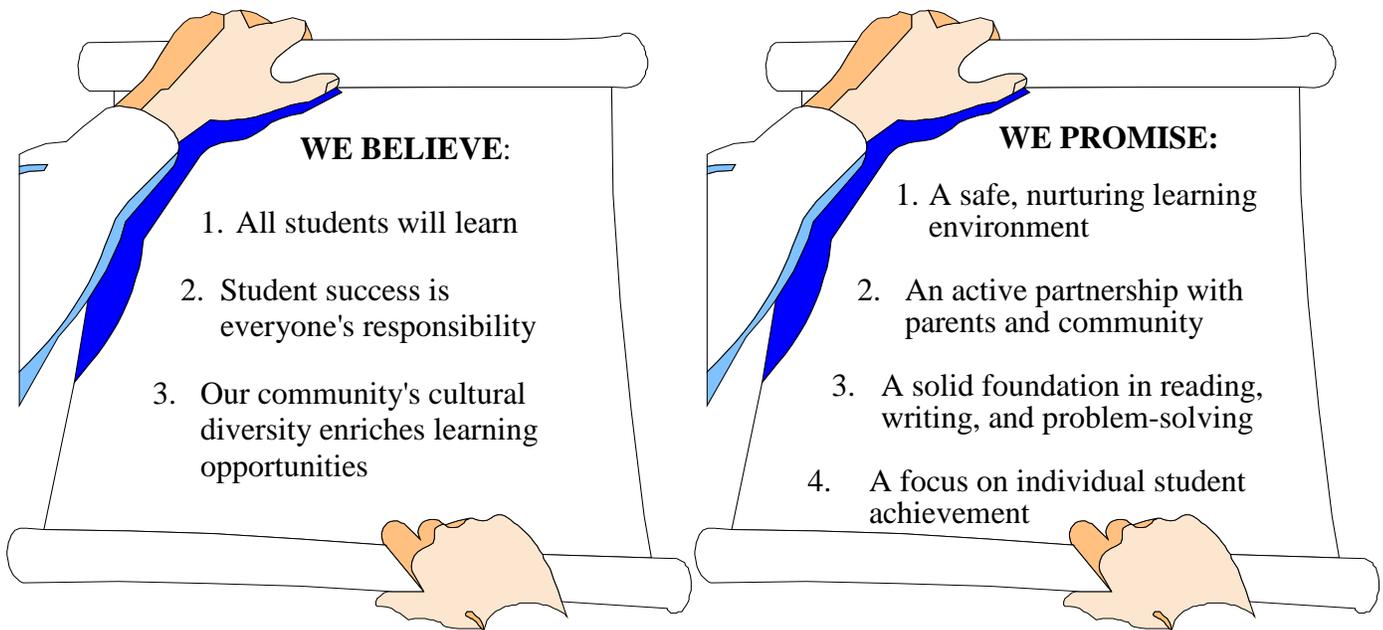
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

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, August 10, 2016

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

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

August 10, 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 – 4:30 PM

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #2016061232

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
Confidential, Supervisory
Agency negotiator: George Cameron, Ed.D.
Management, Contracted Management

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

August 10, 2016

9.A. Recognize the Technology Department Staff as National School District Employees of the Month for August 2016. Cindy Vazquez,
Director of Educational Services

9.B. Introduce and welcome the new employees. Cindy Frazee, Assistant
Superintendent, Human Resources

10. PUBLIC COMMUNICATIONS

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

11. AGENDA

11.A. Approve agenda. George Cameron,
Interim Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

12.A. Minutes

12.A.I. Approve the minutes of the Special Board Meeting held on July 5, 2016. George Cameron,
Interim Superintendent

12.A.II. Approve the minutes of the Special Board Meeting held on July 7, 2016. George Cameron,
Interim Superintendent

12.A.III. Approve the minutes of the Regular Board Meeting held on July 13, 2016. George Cameron,
Interim Superintendent

12.A.IV. Approve the minutes of the Special Board Meeting held on July 27, 2016. George Cameron,
Interim Superintendent

12.B. Administration

12.B.I. Adopt Resolution #16-17.12 in recognition and appreciation of the George Cameron, cultural, ethnic and linguistic diversity in the National School District for Interim Superintendent the 2016-2017 school year.

12.C. Human Resources

August 10, 2016

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

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

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

12.D.I. Approve Contract #CT3324 with Sweetwater Union High School District Division of Adult Education to Provide Adult English Language Development Classes. 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. Approval of employment agreement with Superintendent. Brian Clapper, Board President

14. EDUCATIONAL SERVICES

14.A. Conduct Public Hearing to discuss sufficiency of State-approved textbooks and instructional materials in National School District for the fiscal year 2016-2017. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

14.B. Adopt Resolution #16-17.13 determining the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2016-2017 school year, and approval of the District adopted materials list. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

14.C. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

August 10, 2016

15. BUSINESS SERVICES

15.A. Adopt Resolution #16-17.02, Ordering an Election to Authorize the Christopher Carson, Issuance of School Bonds, Establishing Specifications of the Election Order, and Assistant Requesting Consolidation with Other Elections Occurring on November 8, 2016. Superintendent, Business Services

15.B. Accept the following gifts: Christopher Carson, Assistant Superintendent, Business Services

16. HUMAN RESOURCES

16.A. Approve the negotiated agreement for 2015-2016, 2016-2017 and 2017-2018 school years between the National City Elementary Teachers Association and the Governing Board of National School District. Cindy Frazee, Assistant Superintendent, Human Resources

16.B. Approve revised positions titles, job descriptions, and proposed salary schedule reclassifications of the attached classified positions effective July 1, 2015 as a result of a classification study conducted by RSB Consulting. Cindy Frazee, Assistant Superintendent, Human Resources

16.C. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2016-2017 School Year. Cindy Frazee, Assistant Superintendent, Human Resources

16.D. Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2016-2017 School Year. Cindy Frazee, Assistant Superintendent, Human Resources

16.E. Approve Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training. Cindy Frazee, Assistant Superintendent, Human Resources

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

August 10, 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 - 4:30 PM**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #2016061232

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

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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
Confidential, Supervisory
Agency negotiator: George Cameron, Ed.D.
Management, Contracted Management

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

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

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

August 10, 2016

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:
Barbara Avalos
Maria Betancourt-Castañeda
Brian Clapper
Maria Dalla
Alma Sarmiento

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

August 10, 2016

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize the Technology Department Staff as National School District Employees of the Month for August 2016.**

Author/Speaker: Cindy Vazquez, Director of Educational Services

Quick Summary / Abstract: The District would like to acknowledge the Technology Department Staff under the leadership of Joe Ferris, for preparing our schools and classrooms through coordinated team work, cohesiveness, and their hardworking efforts. They have established a vision of excellence in services and support that they share with the entire National School District community.

Comments: Since the end of May, the Technology Department Staff under the leadership of Joe Ferris, has been in the process of preparing our schools and classrooms for the 1:1 technology initiative in grades 3-6 and the 2:1 technology initiative in grades K-2, which will provide the latest tools to help our students prepare for college and career readiness. It has been challenging, and at times frustrating, but also rewarding. Through coordinated team work, cohesiveness, and their hardworking efforts, they managed remove all outdated Windows XP machines across the District, assist the contractor with tower installation in classrooms, assembled carts for classrooms that are unable to house towers, and deployed over 1,000 devices to classrooms across the six non-construction school sites in an extremely short timeframe. They have worked above and beyond to provide the daily support that staff needs to accomplish critical mission work and continue to work additional hours to provide those devices so necessary to implement the goals of the Common Core Standards.

According to Helen Keller, "Alone we can do so little, together we can do so much." This team has worked together in that spirit. Collaboratively, they have established a vision of excellence in services and support that they share with the entire National School District community. They represent the spirit of our District focus and goals and we thank them for their service and continued commitment.

August 10, 2016

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

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

Quick Summary /
Abstract: The employees on the attached list were approved at the July 13, 2016 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 8/10/16		
Name	Position	Location
Stephen Dente	Resource Specialist Program Teacher	Rancho de la Nación and Lincoln Acres Schools
Melissa Hendrick	Teacher of Special Day Class – Moderate/Severe	Central School
Norma Jourdain	School Psychologist	Lincoln Acres School

August 10, 2016

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Quick Summary /
Abstract:

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August 10, 2016

Agenda Item: **11. AGENDA**

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

Author/Speaker: George Cameron, Interim Superintendent

Recommended Motion: Approve agenda

August 10, 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.

Recommended
Motion: Approve Consent Calendar

August 10, 2016

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

Agenda Item: **12.A.I. Approve the minutes of the Special Board Meeting held on July 5, 2016.**

Author/Speaker: George Cameron, Interim Superintendent

Attachments:

Special Board Minutes - 07/05/2016

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on July 7, 2016.**

Author/Speaker: George Cameron, Interim Superintendent

Attachments:

Special Board Minutes - 07/07/2016

Agenda Item: **12.A.III. Approve the minutes of the Regular Board Meeting held on July 13, 2016.**

Author/Speaker: George Cameron, Interim Superintendent

Attachments:

Board Minutes - 07/13/2016

Agenda Item: **12.A.IV. Approve the minutes of the Special Board Meeting held on July 27, 2016.**

Author/Speaker: George Cameron, Interim Superintendent

Attachments:

Special Board Minutes - 07/27/2016

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

July 05, 2016

7:30 AM

City Hall - City of National City
1243 National City Blvd.
National City, CA 91950

Attendance Taken at 7:43 AM:

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 7:43 a.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 7:43 a.m. to 3:09 p.m. President, Brian Clapper announced that the Board held Closed Session in accordance with Government Code Section 54957: Public Employee Appointment--Title: Superintendent. All board members were present.

7. ADJOURNMENT

The meeting was adjourned at 3:09 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

July 07, 2016

8:30 AM

City Hall - City of National City
1243 National City Blvd.
National City, CA 91950

Attendance Taken at 8:30 AM:

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 8:30 a.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 8:30 a.m. to 1:28 p.m. President, Brian Clapper announced that the Board held Closed Session in accordance with Government Code Section 54957: Public Employee Appointment--Title: Superintendent. All board members were present.

7. ADJOURNMENT

The meeting was adjourned at 1:28 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

July 13, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

President Clapper called the public meeting to order at 4:30 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 4:30 PM

Closed session was held from 4:30 p.m. to 6:09 p.m. and from 7:17 p.m. to 8:17 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54956.9: Anticipated Litigation-One Case; with Government Code Section 54957: Public Employee Appointment--Principal, Superintendent; 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. Paula Jameson-Whitney, Meghann O'Connor, Leticia Segura, Karen Anderson and Nicholas Felahi were present from 4:36 p.m. to 4:57 p.m. Kendall Swanson was present from 5:17 p.m. to 6:09 p.m. George Cameron was 4:30 p.m. to 6:09 p.m. and from 7:17 p.m. to 8:17 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Clapper called the public meeting to order at 6:14 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. Introduce and welcome the new employees.

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

10. PUBLIC COMMUNICATIONS

Lynn Stacey, teacher, spoke regarding her time as a teacher at the District.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda, with the exception of item 13.A., which was postponed to the August 10 meeting Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Barbara Avalos.

No 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: Approve Consent Calendar with a correction to the June 22 Regular Board Meeting minutes to include comments from Board Member Betancourt-Castañeda regarding Board President Clapper missing the May 25 board meeting Passed with a motion by Ms. Alma Sarmiento 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 Special Board Meeting held on June 14, 2016.

12.A.II. Approve the minutes of the Special Board Meeting held on June 22, 2016.

12.A.III. Approve the minutes of the Regular Board Meeting held on June 22, 2016.

12.A.IV. Approve the minutes of the Special Board Meeting held on June 28, 2016.

12.B. Administration

12.B.I. Appointment of Secretary to the Governing Board: George Cameron, Ed.D., District Interim Superintendent.

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

12.C. Human Resources

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

12.C.II. 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. Approve the Single School Plan for Student Achievement for the 2016-2017 calendar year for Central, El Toyon, Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way and Rancho de la Nación Schools.

12.D.II. Adopt Resolution #16-17.11 certifying the approval of the National School District Governing Board to enter into contract (CSPP-6435) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2016-2017.

12.E. Business Services

12.E.I. Adopt Resolution #16-17.03 authorizing National School District to participate in the National Joint Powers Alliance (NJPA) program for the purchase of supplies, materials, and equipment.

12.E.II. Adopt Resolution #16-17.04 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment, and supplies.

12.E.III. Adopt Resolution #16-17.05 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.

12.E.IV. Adopt Resolution #16-17.06 authorizing National School District to participate in the CalSAVE Vendor Partnership program for the acquisition of materials, equipment, and supplies.

12.E.V. Adopt Resolution #16-17.07 authorizing National School District to participate in the Western States Contracting Alliance (WSCA) program for the acquisition of materials, equipment, and supplies.

12.E.VI. Adopt Resolution #16-17.08 authorizing contracting pursuant to cooperative bid and award documents from the Los Angeles Unified School District (LAUSD) piggyback contract #1250059-1, -2, -3 (Bid #C-565).

12.E.VII. Adopt Resolution #16-17.09 authorizing contracting pursuant to cooperative Request for Proposal (RFP) and award documents from the San Gabriel Valley Food

Services Cooperative Purchasing Group for the purchase of frozen and refrigerated foods piggyback contract (RFP #1173-15/16).

12.E.VIII. Adopt Resolution #16-17.10 authorizing contracting pursuant to bid and award document from the Hemet Unified School District for the School Buses, piggyback contract bid (Bid #2014/15-22814).

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

13. GENERAL FUNCTIONS

13.A. Approval of employment agreement with Superintendent.

Item was postponed to the August 10 meeting.

14. EDUCATIONAL SERVICES

14.A. Approve Contract #CT3319 with Springall Academy for Non-Public School placement and Individual Service Agreement for student #3702087.

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

14.B. Approve Contract #CT3320 with Brain Learning Psychological Corporation for Independent Educational Evaluation Services for student #3706612.

Motion Passed: Approve Contract Passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Betancourt-Castañeda.

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

14.C. Approve Consultant Contract #CT3322 with Arts for Learning San Diego to provide the Visual and Performing Arts Program for all District students, Transitional Kindergarten through sixth grade, at each of the District's ten schools for the 2016-2017 school year.

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

- Yes Ms. Barbara Avalos
- Yes Ms. Maria Betancourt-Castañeda

- Yes Mr. Brian Clapper
- Yes Ms. Maria Dalla
- Yes Ms. Alma Sarmiento

14.D. Approve Consultant Contract #CT3323 with Arts for Learning San Diego (formerly Young Audiences of San Diego) for Coaching services for Instructional Enrichment Teachers.

Motion Passed: Approve Contract Passed with a motion by Ms. Alma Sarmiento 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. BUSINESS SERVICES

15.A. Adopt Resolution #16-17.01, Prescribing the Terms of Measure N Bonds of the District; Approving Forms of and Authorizing Execution and Delivery of a Paying Agent Agreement, a Bond Purchase Agreement, a Continuing Disclosure Certificate, an Investment Management Agreement, and an Official Statement; Authorizing Distribution of the Official Statement; and Authorizing Execution of Necessary Certificates.

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

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

15.B. Presentation on the status of summer construction projects throughout the District.

Raul Martinez gave a presentation on the status of the summer construction projects.

16. HUMAN RESOURCES

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Mrs. Betancourt-Castañeda welcomed Dr. Cameron. She also welcomed the new employees. She shared that she is looking forward to visiting the construction sites next week. She congratulated retiree, Lynn Stacey.

Mrs. Sarmiento welcomed Dr. Cameron. She also welcomed the new employees. She congratulated Kathy Melanese. She also congratulated retiree, Lynn Stacey. She shared that she spent the day in mediation.

Mrs. Dalla welcomed Dr. Cameron. She also welcomed the new employees. She shared that she is excited with the selection of Dr. Brady.

Mrs. Frazee shared that the Human Resources Department has been busy hiring staff for the new school year. She shared that another mediation session is scheduled for Friday. She gave kudos to Raul Martinez and his team for all their hard work. She also gave kudos to the Human Resources and Business Services staff for their hard work on implementing the new PeopleSoft system. She invited the Board to attend the classified staff meeting on July 20 at Rancho de la Nación School.

Mr. Carson shared that he is looking forward to the site visits with the Board to show them all the work that has been done. He gave kudos to Raul Martinez and his team for all their hard work. He also gave kudos to the Human Resources and Business Services staff for their hard work on implementing the new PeopleSoft system.

Mrs. Jameson-Whitney congratulated Kathy Melanese. She also congratulated retiree, Lynn Stacey. She shared that the District has received some good preliminary results from the assessments.

Dr. Cameron thanked the Board for their confidence in taking the helm until Dr. Brady begins. He shared that he is looking forward to working with Dr. Brady on a smooth transition. He shared that he has spent the last week getting reacquainted with staff. He shared that he was at mediation today and it was a productive session. He thanked Raul Martinez and his staff for all their hard work. He applauded the Board, Dr. Oram and Mr. Carson for getting the Measure N Bond passed in order to complete the work at the schools. He shared that he is looking forward to visiting the construction sites.

Mr. Clapper welcomed Dr. Cameron. He thanked Raul Martinez for the great presentation. He shared that he was able to visit Central school and enjoyed his visit. He welcomed Dr. Brady and congratulated the Board on selecting a fantastic candidate.

Mr. Clapper announced that in closed session, the Governing Board unanimously voted to appoint Kathy Melanese as principal of Rancho de la Nación School effective July 1, 2016.

19. ADJOURNMENT

The meeting was adjourned to closed session at 7:17 p.m.

The meeting was adjourned at 8:17 p.m.

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

July 27, 2016
4:30 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 4:33 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 4:33 p.m.

2. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

None

5. BOARD WORKSHOP

5.1. Board Workshop regarding a General Obligation Bond.

Christopher Carson led a Board Workshop regarding a General Obligation Bond.

7. ADJOURNMENT

The meeting was adjourned at 6:15 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

August 10, 2016

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

Agenda Item: **12.B.I. Adopt Resolution #16-17.12 in recognition and appreciation of the cultural, ethnic and linguistic diversity in the National School District for the 2016-2017 school year.**

Author/Speaker: George Cameron, Interim Superintendent

Quick Summary / Abstract: National School District is a racially, culturally and linguistically-diverse community. Over ten home languages other than English have been identified and 64% of the students are English Language Learners. Hispanic students now constitute the majority of the general student population, which is growing more diverse each year.

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

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

Attachments:
Resolution #16-17.12

National School District

Resolution

#16-17.12

IN RECOGNITION AND APPRECIATION OF THE CULTURAL, ETHNIC, AND LINGUISTIC DIVERSITY IN THE NATIONAL SCHOOL DISTRICT FOR THE 2016-2017 SCHOOL YEAR

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District proclaims that during the 2016-2017 school year, the education for all students will emphasize the recognition and appreciation of the multicultural and multiethnic diversity of our society and the contributions made by various groups; and

Resolution #16-17.12
August 10, 2016
Page 2

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

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

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 10th day of August 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

August 10, 2016

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

Agenda Item: **12.C.I. 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

August 10, 2016

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
1. Tina Anstadt	Teacher of Special Day Class Mild/Moderate 6.58 hours per day 185 days per year El Toyon School	July 29, 2016	Class I, Step 1	General Fund
2. Juli Barnes	Roving Teacher 6.58 hours per day 185 days per year Kimball & John Otis Schools	July 25, 2016	Class I, Step 1	General Fund
3. Meghan Blom	Classroom Teacher 6.58 hours per day 185 days per year Palmer Way School	July 20, 2016	Class I, Step 1	General Fund
4. Bree De La Garza	Classroom Teacher 6.58 hours per day 185 days per year Palmer Way School	July 20, 2016	Class I, Step 1	General Fund
5. Mary Gianola	Classroom Teacher 6.58 hours per day 185 days per year Rancho de la Nación School	July 20, 2016	Class I, Step 1	General Fund
6. Rosalba Gonzalez	School Psychologist 6.58 hours per day 185 days per year Lincoln Acres School	August 1, 2016	Class I, Step 1	General Fund
7. Samantha Lai	Classroom Teacher 6.58 hours per day 185 days per year El Toyon School	July 20, 2016	Class I, Step 1	General Fund
8. Melissa Magana	Classroom Teacher 6.58 hours per day 185 days per year Olivewood School	July 20, 2016	Class I, Step 1	General Fund
9. Krystin Pryor	Roving Teacher 6.58 hours per day 185 days per year Central and El Toyon Schools	July 25, 2016	Class I, Step 1	General Fund
10. Roxanne Tuong	Classroom Teacher 6.58 hours per day 185 days per year Central School	July 21, 2016	Class I, Step 1	General Fund

11. Crystal Wood	Roving Teacher 6.58 hours per day 185 days per year Palmer Way & Rancho de la Nación Schools	July 25, 2016	Class I, Step 1	General Fund
12. Shannon Zupan	Roving Teacher 6.58 hours per day 185 days per year Palmer Way & Rancho de la Nación Schools	July 25, 2016	Class I, Step 1	General Fund

Additional Duties

None				
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Contract Extension/Change

13. Amber Lozano	From Temporary Teacher to Probationary Teacher Otis School	July 20, 2016	Class I, Step 1	General Fund
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS

August 10, 2016

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

14. Michael Guerrero	Financial Accountant 8 hours per day 12 months per year Business Department District Office	July 25, 2016	Range 40C, Step 1	General Fund
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Contract Extension/Change

15. Glenn Whitaker	From Groundskeeper To Groundskeeper Specialist Maintenance and Operations 8 hours per day 12 months per year	August 11, 2016	Range 24, Step 1	General Fund
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Unpaid Leave of Absence

None				
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August 10, 2016

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

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

Quick Summary / Abstract: At the May 26, 2016 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent of Human Resources to offer employment to temporary certificated employees.

Attachments:

Pre-Approved Temporary Hires

**Temporary Hires Pre-Approved
8/10/16**

Name	Position	Location	Effective Date
1. Georgina Avina	Teacher	Kimball School	July 20, 2016
2. Melissa Lacuata	Overflow Teacher	Palmer Way School	July 25, 2016
3. Lucia Nunez	Overflow Teacher	Lincoln Acres School	July 25, 2016
4. Phillip Scott	Overflow Teacher	Ira Harbison School	July 25, 2016
5. Ariel Starks	Overflow Teacher	Rancho de la Nación School	July 25, 2016
6. Michelle Willens	Overflow Teacher	El Toyon School	July 25, 2016

August 10, 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 8/10/16			
Name	Position	Location	Effective Date
Claudia Fonseca	Instructional Assistant – Special Education	Central School	June 15, 2016
Cynthia Montaña	Teacher	Central School	June 15, 2016
Elizabeth Reynoso	Instructional Assistant – Special Education	Lincoln Acres School	August 12, 2016
Carin Ritter	Teacher	Palmer Way School	January 31, 2016
Shannon Schafer	Teacher	Central School	June 15, 2016

August 10, 2016

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

Agenda Item: **12.D.I. Approve Contract #CT3324 with Sweetwater Union High School District Division of Adult Education to Provide Adult English Language Development Classes.**

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

Quick Summary / Abstract: Last spring, National School District contracted with Sweetwater Adult School, to teach English as Second Language classes for our parents, at very little cost to the District. This program was very successful, with over 100 parents participating at four locations. Building on this success, we would again like to provide these classes.

The following is a summary of the attached Service Agreement with Sweetwater Adult School:

1. Sweetwater Adult School will provide all the classes and child care at no cost to National
2. Sweetwater Adult School will recruit and employ teaching staff
3. National will provide classroom space and child care staff
4. National will recruit parents to participate in the program
5. National will provide snacks for students in childcare (using funding from the Local Control Accountability Plan Parent Engagement goal)

The classes will be held at Rancho de la Nación, Kimball, Lincoln Acres, and Olivewood, Monday to Friday from 8:30-11:30 AM. Classes will commence at Lincoln Acres and Rancho August 22, and run through the remainder of the school year. At Kimball and Olivewood, classes would begin on September 12.

Adult students will be required to check in with the office and show passes before admittance to the campus and will also be screened using the new "Complete Campus Security Solutions" systems that have been installed in the offices.

Comments: Sergio Rosas, Director of the Family Resource Centers, will be facilitating the program for National as it coordinates with the Family Resource Center's mission of providing services to National School District families. These classes also support National School District's Local Control Accountability Plan goal of assisting parents to become more engaged in their children's schooling, especially as it pertains to Common Core State Standards. With greater English skills, our parents will have the ability to communicate with teachers, and assist students with their school work.

Sweetwater Adult School currently offers adult English as a Second Language classes in the evenings at their facility on National City Mile of Cars Blvd. However, in an effort to provide our parents with even greater access to learning, Ed Services is working with Sweetwater Adult School to investigate the possibility of holding ESL classes in the evenings in selected schools. If there is enough interest in the evening classes, this contract can be augmented to provide those services.

August 10, 2016

Financial Impact: \$5,000 for student snacks
One time cost
LCAP Funds

Attachments:
CT3324

**Agreement between:
Sweetwater Union High School District
Division of Adult Education
And
National School District**

Whereas, there is a need to provide adult English language instruction for parents and other community members

Whereas, this type of course meets the ESL program area requirements for Adult Education under Assembly Bill 104.

Whereas, Sweetwater Union High School District (SUHSD) is authorized to establish and maintain Adult Education within the area as well as to assess adult learners.

Whereas, National School District, ("NSD") wishes to collaborate with SUHSD in comprehensive community-based English as a Second Language (ESL) program.

Now Therefore Be It Resolved that this agreement is entered into by and between the Sweetwater Union High School District, hereinafter referred to as "SUHSD", and the National School District, hereinafter referred to as "NSD" to facilitate the provision of the above services.

SUHSD and NSD agree as follows:

1. TERM.

The Parties agree the term of this agreement shall be from July 1, 2016, through June 30, 2017.

2. PARTIES RESPONSIBILITIES.

A. SUHSD shall:

- i. Conduct adult education classes requested by NSD for dates, times and locations agreed to by SUHSD and NSD. To date, parties intend to conduct the classes as follows:
 - a. Classes will be held starting August 1, 2016, through June 30, 2017 as shown on exhibit A.
 - b. Classes will provide adult English language instruction to parents.
 - c. SUHSD reserves the right to close classes due to low attendance. Classes with attendance consistently below 15 students are subject to closure, but may be consolidated with other classes as feasible.
- ii. Recruit and employ teachers with appropriate California teaching credentials for the planned adult education ESL classes.
- iii. Collaborate with NSD to review teaching assignments at the end of each semester.
- iv. Supervise and evaluate adult education teachers involved with the program.
- v. Reimburse NSD for Childcare staff salaries on a monthly basis stemming from childcare costs associated with the above ESL classes. NSD shall invoice SUHSD monthly, and invoices shall be paid within 30 days of receipt. The parties estimate the childcare staff costs not to exceed \$45,000.00 as set out in Exhibit A. Childcare staff salaries are an allowable

expense under the Workforce Innovation and Opportunity Act (WIOA).

- vi. Maintain records for adult education student attendance.
- vii. Provide assessment support to students: lend testing booklets (ESL Appraisal, Pre and Post Tests), provide test records, scan of pre and post tests and provide learning gain reports to NSD.
- viii. Provide educational materials at no cost such as class sets of textbooks for adult education students enrolled in this program as mutually agreed upon.

B. NSD shall:

- i. For each semester, determine the dates, times and locations for the adult education classes for this program in collaboration with the SUHSD adult school principal. Tentatively, NSD has requested one class to operate from 8:30 a.m. to 11:30 a.m. on Monday thru Thursday at five (5) locations, Olivewood Elementary School, Family Resource Center West/Kimball Elementary School, Rancho del la Nacion Elementary School, Vista del Sol Community Center, and Lincoln Acres Elementary School. The planned duration of the class is from July 1, 2016, through June 30, 2017.
- ii. Recruit students for the ESL program identified in Paragraph 2.A.
- iii. Provide classroom space, utilities, custodial services and other support services for adult education classes held at NSD facilities.
- iv. Provide Childcare Staff for each of the school sites, including completion of all administrative tasks including coordinating time sheets and compensating staff.
 - a. Childcare staff will be provided in a ratio of no less than 7:1, up to a maximum of 14 children at each location. Students will be able to sign up for childcare services when they enroll in the classes. Childcare will be available to students on a first come, first serve basis at enrollment. NSD will assign additional childcare staff when possible based on available staff and available SUHSD funding if: (1) there are requests for more children in childcare than the ratio allows for, or (2) there is a need for a lower ratio.
 - b. Provide daily snacks for children participating in Childcare service.
 - c. Provide cleaning supplies and other materials needed in support of the Childcare staff.
- v. Collaborate with the SUHSD adult school principal to review teaching assignments at the end of each semester.
- vi. Submit invoices for allowable Childcare staffing costs on District letterhead which contain the signature and title of the person submitting the invoice. Invoices will be accompanied with supporting documentation-indicating Childcare staff hours worked and school location. All invoices shall be directed as follows:
 - a. Invoices from NSD to SUHSD should be directed to: Virginia Mendoza, WIOA

Coordinator, Adult Ed Office, 461 Moss St, Chula Vista, CA 91911

- b. Payments from SUHSD to NSD should be directed to: Chris Carson, Assistant Superintendent - Business Services, 1500 N Avenue, National City, CA 91950

3. GENERAL PROVISIONS.

- A. Under this agreement, both parties are independent agencies and neither the entity, nor any individuals working under the agreement shall by virtue of the agreement become employees of the other party. Specifically, SUHSD teachers shall not become employees or agents of NSD, and NSD Childcare staff shall not become employees or agents of SUHSD.
- B. Indemnification.
- i. NSD agrees to indemnify, defend, and hold harmless SUHSD, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on SUHSD arising out of NSD's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of SUHSD, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless SUHSD under this Agreement, NSD shall reimburse SUHSD for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. NSD shall seek SUHSD's approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.
 - ii. SUHSD agrees to indemnify, defend, and hold harmless NSD, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on NSD arising out of SUHSD's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of NSD, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless NSD under this Agreement, SUHSD shall reimburse NSD for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. SUHSD shall seek NSD's approval of any settlement that could adversely affect NSD, its officers, agents or employees.
- C. Termination.
- i. Either Party may terminate this Agreement for any reason or for no reason upon a 30-day written notice to the other Party. During said 30-day period the parties shall perform all services in accordance with this Agreement.
 - ii. The parties may mutually agree to waive the notice requirements and terminate the Agreement at an earlier time.
 - iii. In the event that either party fails to perform on a material term of this Agreement or engaged in material misrepresentation in connection with the formation of this Agreement or performance of services under the Agreement, the other party has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- D. Compliance with Laws. The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
- E. Insurance.
- i. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad

Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.

- ii. Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.
 - iii. Upon request, each Party shall provide proof of said insurance to the other Party.
- F. No alteration of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. This agreement is subject to approval by the Sweetwater Union High School District Board of Trustees and the National School District's Governing Board.

Karen Michel, CFO
Sweetwater Union High School District

Date

Dr. Joe Fulcher, Assistant Superintendent
Sweetwater Union High School District

Date

Dr. George Cameron, Interim Superintendent
National School District

Date

Exhibit A
Estimated Childcare Staffing Costs

NSD will staff Childcare at a ratio of 7 students for every 1 staff member. NSD will provide up to 2 children care providers for each class, unless other determinations are made. Classes are estimated to occur at 5 sites, 3 hours a day 4 days a week. (8:30 am to 11:30 am). **Due to construction schedule at two of the ESL school sites the schedule will be as follows;**

Rancho de la Nación, Lincoln Acres and Vista Del Sol Community Center
Class schedule from August 1, 2016 to June 1, 2017

Month	Days worked	Total Daily Hours (3) x 6 providers* (multiplier 18)	Hourly Rate	Estimated Cost per Month including Statutory Benefits
August	19	342	\$10.00	\$2522.60
September	8	144	\$10.00	\$1483.20
October	16	288	\$10.00	\$3830.40
November	14	252	\$10.00	\$2595.60
December	11	198	\$10.00	\$2039.40
January	12	216	\$10.00	\$2224.80
February	15	270	\$10.00	\$2781.00
March	10	180	\$10.00	\$1854.00
April	16	288	\$10.00	\$2966.40
May	18	324	\$10.00	\$3337.20
June	1	18	\$10.00	\$185.40
Total	140	2520		\$25820.00

Olivewood and FRC West/Kimball Elementary School
Class scheduled from September 6, 2016 to June 1, 2017

Month	Days worked	Total Daily Hours (3) x 4 providers* (multiplier 12)	Hourly Rate	Estimated Cost per Month including Statutory Benefits
September	15	180	\$10.00	\$1854.00
October	16	192	\$10.00	\$1977.60
November	14	168	\$10.00	\$1730.40
December	13	156	\$10.00	\$1606.80
January	12	144	\$10.00	\$1483.20
February	15	180	\$10.00	\$1854.00
March	14	168	\$10.00	\$1730.40
April	16	192	\$10.00	\$1977.60
May	18	216	\$10.00	\$2224.80
June	1	12	\$10.00	\$123.60
Total	134	1608		\$16562.40

August 10, 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:
08/10/2016 - Exhibit A

August 10, 2016

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approval of employment agreement with Superintendent.**

Author/Speaker: Brian Clapper, Board President

Quick Summary /
Abstract: Following a three month search, the Governing Board selected Dr. Leighangela Brady as the finalist candidate for District Superintendent.

Pursuant to Education Code, the Board will act in open session to employ Dr. Brady as District Superintendent effective September 1, 2016.

Agreement is available in the Superintendent's Office.

Recommended
Motion: Approve Employment Agreement

August 10, 2016

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Conduct Public Hearing to discuss sufficiency of State-approved textbooks and instructional materials in National School District for the fiscal year 2016-2017.**

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

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

Comments: During the public hearing, parents, staff and members of the community have an opportunity to comment and share their views as to whether all National School District students have or will have sufficient textbooks and instructional materials in core subject areas of reading/language arts, mathematics, science, and history/social science. Attached to the next item is a list of all National School District state-approved textbooks and instructional materials that have been Board approved over the last several years.

August 10, 2016

Agenda Item: **14.B. Adopt Resolution #16-17.13 determining the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2016-2017 school year, and approval of the District adopted materials list.**

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

Quick Summary / Abstract: As a result of the Williams Settlement legislation, school districts must annually present evidence that all children have access to the core instructional materials in reading/language arts, mathematics, science, and history/social science. National School District has sufficient instructional materials in the core areas of reading/language arts, mathematics, science, and history/social science. This resolution is being adopted in compliance with amendments to Education Code Section 60119, which are a result of the Williams Settlement legislation. This resolution must be adopted at a public hearing in the course of the fiscal year in which the funds are received.

Comments: Attached to this item is a list of all National School District State approved textbooks and instructional materials, as well as the 2016-2017 resolution.

Recommended Motion: Adopt Resolution

Attachments:
Core Curriculum 2016-2017
Resolution #16-17.13

Grade	Subject	Publisher	Format	Title / Titulo
Transitional Kindergarten	Language Arts	Scholastic	T.E.'s (set of 8)	Scholastic Big Day
	Math	Touchmath	4 Unit Boxes	TouchMath
Kindergarten	Language Arts	Houghton Mifflin	Big Books (20 big books)	Welcome to School Big Books
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Flipbook	(ENG)CA Science or (ST/SPAN)CA Ciencias
	Social Studies	H.M. Harcourt	Big Book	(ENG)Our World, Now and Long Ago or (ST/SPAN)Nuestro mundo, ahora y antes
1st Grade	Language Arts	Houghton Mifflin	Student Anthology, Level 1.1	(ENG)Here We Go or (ST/SPAN)Aquí vamos!
			Student Anthology, Level 1.2	(ENG)Let's Be Friends or (ST/SPAN)Seamos amigos
			Student Anthology, Level 1.3	(ENG)Surprises or (ST/SPAN)Sorpresas
			Student Anthology, Level 1.4	(ENG)Treasures or (ST/SPAN)Tesoros
			Student Anthology, Level 1.5	(ENG)Wonders or (ST/SPAN)Maravillas
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Unit Big Book Package - English Component (4 big books)	<i>Life Science, Earth Science, Physical Science and Be A Scientist</i>
			Textbook - ST/SPANish Component	CA Ciencias
Social Studies	H.M. Harcourt	CA Unit Soft Big Book Collection (set of 6)	(ENG)A Child's View or (ST/SPAN) Con los ojos de un niño	
2nd Grade	Language Arts	Houghton Mifflin	Student Anthology, Level 2.1	(ENG)Adventures or (ST/SPAN)Aventuras
			Student Anthology, Level 2.2	(ENG)Delights or (ST/SPAN) Encantos
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	(ENG)CA Science or (ST/SPAN)CA Ciencias
Social Studies	H.M. Harcourt	Textbook	(ENG)People We Know or (ST/SPAN)La gente que conocemos	
3rd Grade	Language Arts	Houghton Mifflin	Student Anthology, Level 3.1	(ENG)Rewards or (ST/SPAN)Recompensas
			Student Anthology, Level 3.2	(ENG)Horizons or (ST/SPAN)Horizontes
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
Social Studies	H.M. Harcourt	Textbook	Our Communities	
4th Grade	Language Arts	Houghton Mifflin	Textbook	Traditions
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	A Changing State

Grade	Subject	Publisher	Format	Title / Titulo
5th Grade	Language Arts	Houghton Mifflin	Textbook	Expeditions
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Multi-Volume Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	The United States: Making a New Nation
6th Grade	Language Arts	Houghton Mifflin	Textbook	Triumphs
	ELD	E.L. Achieve	Instruction Handbook	Systematic English Language Development
	Math	Houghton Mifflin	Student Edition	California GO MATH!
	Science	McGraw-Hill	Textbook	CA Science
	Social Studies	H.M. Harcourt	Textbook	Ancient Civilizations
SDC Mild/Mod	Language Arts	Cambium	Kit	Read Well
		Cambium	Textbook & Interactive Text	LANGUAGE!
	Math	Houghton Mifflin	Multi-Volume Student Edition (K-5th) or Student Edition(6th)	GO Math!
		Touchmath	4 Unit Boxes	Touchmath
	Science	McGraw-Hill	Big Book(K) or 4 Big Books(1st) or textbooks(2nd-6th)	CA Science
Social Studies	H.M. Harcourt	Big Book(K) or 6 Big Books(1st) or textbooks(2nd-6th)	Reflections	
SDC Mod/Severe	Language Arts	n2y	Software	Unique Learning System
	Math	n2y	Software	Unique Learning System
	Science	n2y	Software	Unique Learning System
	Social Studies	n2y	Software	Unique Learning System

National School District

Resolution

#16-17.13

Determining Sufficiency of Instructional Materials for 2016-2017

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

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

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

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

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

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

Resolution #16-17.13
August 10, 2016
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 10th day of August 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

August 10, 2016

Agenda Item: **14.C. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan.**

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

Quick Summary / Abstract: The Federal Education in Secondary and Elementary School Act (ESEA) requires that every school district in receipt of Title I funds annually conduct an evaluation of student progress and program effectiveness.

In tonight's presentation of the District's annual evaluation of student and program progress, Paula Jameson-Whitney will:

- Review District Priorities from 2015-2016
- Present California Assessment of Student Performance and Progress (CAASSP) data
- Identify areas of Success and next steps

In the August 24, 2016 presentation of the District's annual evaluation of student and program progress, Paula Jameson-Whitney will:

- Review the implementation of District Plan (Strategic Plan and Local Control Accountability Plan)
- Present 2016-2017 strategic actions

August 10, 2016

Agenda Item: **15. BUSINESS SERVICES**

Agenda Item: **15.A. Adopt Resolution #16-17.02, Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 8, 2016.**

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

Quick Summary / Abstract: On July 27, 2016, the Governing Board and the Citizens' Bond Oversight Committee (CBOC) met in a joint special meeting. The purpose of the meeting was to discuss the status of Phase I through Phase IV of the Measure N projects, and to discuss future facility needs.

The Board workshop highlighted the projects that were completed in Phase I, which addressed fire and life safety issues. These included such priorities as air conditioning at eight schools, electrical upgrades, installation of new fire alarms and the upgrading of fiber optic wiring to support the use of technology devices for students at all grade levels. The \$26 million bond passed by the voters in November of 2014 did not address priorities in Phases II through IV. These phases identified additional priorities such as the reconfiguration of student drop off zones, new safety locks for classroom doors, exterior safety lighting, security fence upgrades and repair and upgrading water and sewer systems.

This Resolution authorizes a \$30 million bond measure to be placed on the ballot for the general election to be held on November 8, 2016, authorizing the issuance of General Obligation Bonds of the District for the purpose of financing designated projects of the District. The Bonds will be authorized under the provisions of Proposition 39, which requires approval of 55% or more of the voters. The Resolution specifies the principal amount of the Bonds and other specifics of the ballot measure. Appendix A to the Resolution will include the list of specific projects for which the Bonds are authorized. In order to place the bond measure on the ballot, the proposed Resolution must be adopted by at least 2/3 of the Board members. Under the Ed. Code, the adopted Resolution must be delivered to the County at least 88 days prior to the election date.

Comments: If the proposed Resolution is authorized and the bond measure is approved by voters, the Bonds are payable from additional property taxes levied on taxpayers in the District. The County will apportion the costs of running the election among all of the agencies which have measures on the ballot, which must be paid whether or not the Bonds are authorized.

Recommended Motion: Adopt Resolution

Financial Impact: Approximately \$15,300
One time cost
General Fund

Attachments:
Resolution #16-17.02

National School District Resolution

#16-17.02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
NATIONAL SCHOOL DISTRICT
ORDERING A SCHOOL BOND ELECTION,
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER,
AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS
OCCURRING ON NOVEMBER 8, 2016**

WHEREAS, the National School District (the "District") is a school district duly organized under the laws of the State of California;

WHEREAS, the Board of Trustees of the District (the "Board") is authorized, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question whether bonds of the District (the "Bonds") shall be issued and sold for specified purposes, under Article XIII A Section 1 paragraph (b) of the California Constitution ("Article XIII A") and under Education Code Section 15264 *et seq.* (the "Act");

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election, or a statewide special election;

WHEREAS, under Section 10403 *et seq.* of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 8, 2016, and to request the San Diego County Registrar of Voters (the "County Registrar") to perform certain election services for the District; and

WHEREAS, the Board deems it necessary and advisable to call an election to submit to the electors of the District the question whether bonds of the District shall be issued and sold for the purpose of raising money to modernize, replace, renovate, construct, acquire and rebuild school facilities of the District.

NOW, THEREFORE, be it resolved by the Board of Trustees of the National School District, San Diego County, California, as follows:

Section 1. Election Order. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the principal amount of \$30 million for the purposes described in the ballot measure approved under Section 3 and attached hereto as Exhibit A (Full Text of the Measure) and Exhibit B (Abbreviated Ballot Measure), and paying costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 2. Authority for the Election; Election Date. Pursuant to Education Code Sections 5304, 5322 and 15264 *et seq.*, and Article XVI, Section 18(b) of the California Constitution, an election shall be held solely within the boundaries of the District on November 8, 2016.

Section 3. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a measure, a full copy of which is attached hereto as Exhibit A and marked “Exhibit A – Ballot Measure – Full Text of Measure” (the “Full Text of the Measure”), containing the question of whether the District shall issue the bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading “FULL TEXT OF MEASURE” and includes all of the text thereafter on Exhibit A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure. As required by Elections Code Section 13247 and Education Code Section 5322, the abbreviated form of the measure to appear on the ballot is attached hereto as Exhibit B and is marked as “Exhibit B – Ballot Measure – Abbreviated Form” (the “Abbreviated Ballot Measure”). The Superintendent and Assistant Superintendent, Business Services, or their designee, are hereby authorized and directed to make any changes to the text of the measure (full text and/or abbreviated measure) as required to conform to any requirements of Article XIII A, the Act, the Elections Code, the San Diego Registrar of Voters (the “County Registrar”), the San Diego County Counsel or the District’s bond counsel.

Section 4. Use of Bond Proceeds, Facilities Specifications and Audit Requirements.

(a) Proceeds from the sale of the bonds may be used only for the purposes specified in Article XIII A, section 1(b)(3) of the California Constitution.

(b) The school facilities projects (the “Projects”) to be funded are listed in Exhibit A. As required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size reduction, and information technology needs in developing the list of Projects set forth in Exhibit A.

(c) The Board shall conduct an annual, independent performance audit to ensure that the bond funds have been expended only on the specific Projects listed in Exhibit A.

(d) The Board shall conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of the proceeds have been expended for the Projects listed in Exhibit A.

Section 5. Government Code Accountability Requirements. Pursuant to Government Code sections 53410 and 53411, the District hereby finds or directs that:

(a) the purpose of the Bonds is to fund the facility needs as set forth in the Full Text of the Measure;

(b) the bond proceeds shall only be used on the Projects authorized in the Full Text of the Measure;

(c) all proceeds of the Bonds shall be placed in a separate account; and

(d) the Assistant Superintendent, Business Services of the District shall issue an annual report to the Board containing the amount of funds collected and expended as well as the status of the Projects authorized in the Full Text of the Measure.

Section 6. Independent Citizens' Oversight Committee. It is the intent of the Board that an independent citizens' oversight committee be appointed to ensure that the proceeds of the Bonds are spent only for the specific purposes and Projects identified in Exhibit A. The membership requirements and procedures for such committee shall be established by the Board in accordance with the requirements of law.

Section 7. Vote Required. Pursuant to Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective only upon affirmative vote of fifty-five percent (55%) of those voters voting on the measure.

Section 8. Delivery of this Resolution; County Registrar of Voters to Call and Conduct Election. The Superintendent is hereby directed to send a copy of this Resolution to (1) the San Diego County Superintendent of Schools, (2) the County Registrar and (3) the San Diego County Clerk of the Board of Supervisors. Pursuant to Education Code Section 5322, the Resolution shall be received by the County Registrar no later than 88 days prior to the election date, unless otherwise permitted by law.

Pursuant to Section 5303 of the Education Code, the County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Exhibit A hereto, to publish a notice of school bond election in a newspaper of general circulation within the District, and to take all steps to prepare for and hold the election within the boundaries of the District in accordance with law and these specifications.

Section 9. Consolidation with Other Elections. Pursuant to Sections 5342, 15121, and 15266 of the Education Code and Part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the County Registrar and the San Diego County Board of Supervisors (the "Board of Supervisors") are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 8, 2016 within the District. Pursuant to Section 10403 of the Elections Code, the Board hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

Section 10. Services of County Registrar of Voters. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County Registrar to render all services incident to the preparation for and holding of the election, for which services the District agrees to reimburse San Diego County in full from District funds upon presentation of a bill from the County, such services to include the publication of a formal notice of school bond election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and the Elections Code. The Board hereby requests the County Registrar to publish the Full Text of the Measure, the Abbreviated Ballot Measure, and the Tax Rate Statement attached hereto as Exhibit C in the ballot materials.

Section 11. Canvass of Returns. The Board of Supervisors is authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

Section 12. Ballot Arguments; Tax Rate Statement. Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Board hereby approves the form of the Tax Rate Statement attached hereto as Exhibit C. The President of the Board, the Superintendent, the Assistant Superintendent, Business Services or any designee of the foregoing, are hereby authorized to execute the attached Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.

Section 13. Authority for Bonds; Tax Rate. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the California Government Code, if lawfully available to the District, or under any other provision of law authorizing the issuance of general obligation bonds by school districts. No series of Bonds shall be issued if such issuance would cause the tax rate levied to pay debt service on all of the outstanding Bonds to exceed \$30 per year per \$100,000 of taxable property (as defined in Section 15268 of the Act), based on projections made by the District at the time of issuance of such series of Bonds.

Section 14. State Matching Funds. Certain of the Projects may require state matching funds for completion. Approval of the District's bond measure does not guarantee that the proposed Projects will be funded beyond the local revenues generated by this bond measure. The District's proposal for the Projects may assume receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure. Reductions in state funds may result in a subsequent reduction in funding of Projects provided for herein.

Section 15. General Authorization with Respect to the Bond Measure. The members of the Board, the Superintendent, the Assistant Superintendent, Business Services, and the other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitation, to prepare and submit a tax rate statement for inclusion in the voter information pamphlet and an argument in favor of passage of the ballot proposition. All actions heretofore taken by the officers and agents of the District that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respect.

Section 16. Financial Advisor. The firm of Dale Scott & Company, is hereby retained as financial advisor with respect to the Bonds. The Superintendent, the Assistant Superintendent, Business Services, and their respective designees, and each of them individually, are hereby authorized to execute and deliver a services agreement with such firm in the form of such agreement on file with the Secretary of the Board.

Section 17. Bond and Disclosure Counsel. The law firm of Dannis Woliver and Kelly is hereby retained to provide pre-election services and, following passage of the bond measure, as bond and disclosure counsel to the District with respect to the Bonds. The Superintendent, the Assistant Superintendent, Business Services, and their respective designees, and each of them

individually, are hereby authorized to execute and deliver a legal services agreement with such firm in the form of such agreement on file with the Secretary of the Board.

Section 18. Official Intent to Reimburse Expenditures. The District intends to undertake the Projects as identified in Exhibit A. The District intends to use the proceeds of its general obligation bonds described in this Resolution to finance the Projects. The District may pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Projects prior to the issuance of the Bonds. The District reasonably expects that Bonds in an amount not expected to exceed \$30 million will be issued by it for the purpose of financing the Projects on a long-term basis and that certain of the proceeds of such debt obligations may be used to reimburse the District for the Reimbursement Expenditures. The Board hereby declares the District’s official intent to use a portion of the proceeds of the Bonds to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2.

Section 19. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the following vote of the members of the Board of Trustees of the National School District, of San Diego County, State of California, this 10th day of August 2016:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brian Clapper, President of the Board of Trustees
National School District

ATTEST: _____
George Cameron, Secretary of the Board of Trustees
National School District

EXHIBIT A
BALLOT MEASURE
FULL TEXT OF MEASURE

To repair and rebuild aging classrooms and facilities throughout the District; meet handicapped access requirements; increase student access to computers /technology; repair roofs; and improve campus security and student loading zones for increased safety; shall National School District be authorized to issue \$30 million of bonds with interest rates below legal limits, annual audits, independent citizens' oversight, no money for administrative salaries and all funds spent locally and not taken by the State and used elsewhere?

Bonds—Yes

Bonds—No

BOND AUTHORIZATION

By approval of this proposition by at least 55 percent of the registered voters voting on the measure, the National School District (the "District") will be authorized to issue and sell bonds of up to \$30 million in aggregated principal at interest rates not in excess of the legal limit and to provide financing for the specific projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

The Bonds may be issued under the provisions of the California Education Code (starting at Section 15100), under the provisions of the California Government Code (starting at Section 53506), or under any other provision of law authorizing the issuance of general obligation bonds by school districts. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature within the legal limitations set forth in the applicable law under which the Bonds are issued.

FINANCING PLAN

The District intends to use the Bonds to modernize, replace, renovate, construct, acquire and rebuild the District facilities on the Bond Project List. No series of Bonds will be issued if such issuance would cause the tax rate levied to pay debt service on all of the outstanding Bonds to exceed \$30 per year per \$100,000 of taxable property, based on projections made by the District at the time of issuance of such series of Bonds.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in the District may be assured that their money will be spent wisely.

Expenditures to address specific facility needs of the District will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Trustees of the District (the “Board of Trustees”) has identified detailed facility needs of the District and has determined which projects to finance from a local bond at this time. The Board of Trustees hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens’ Oversight Committee. The Board of Trustees shall establish an Independent Citizens’ Oversight Committee under Education Code Section 15278 and following to ensure that bond proceeds are expended only on the school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board of Trustees.

Performance Audits. The Board of Trustees shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List below.

Financial Audits. The Board of Trustees shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects described in the Bond Project List below.

Annual Report. The Assistant Superintendent, Business Services of the District will cause an annual report to be filed with the Board of Trustees, the first report to be filed not later than one year after the issuance of the first series of the bonds, which report will contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by applicable California law.

Expenditure of Bond Proceeds. The proceeds from the sale of the District’s bonds will be used only for the purposes specified in this measure, and not for any other purpose. Such proceeds will be deposited into a Project Fund to be held by the San Diego County Treasurer, as required by the California Education Code.

FURTHER SPECIFICATIONS

No Administrator Salaries. Proceeds from the sale of bonds authorized by this proposition shall be used only for the school facilities projects on the Bond Project List below, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

BOND PROJECT LIST

Scope of Projects. The Bond Project List shown below is a part of the ballot measure and must be reproduced in any official document required to contain the full statement of the bond measure.

Bond proceeds will be expended to modernize, replace, renovate, construct, acquire and rebuild the District's facilities as described in the following list. Whenever specific items are included in the following list, they are presented to provide an example and are not intended to limit the generality of the broader description of the types of authorized projects.

RENOVATION, MODERNIZATION, REPAIR AND CONSTRUCTION THROUGHOUT NATIONAL SCHOOL DISTRICT

The facilities and improvements to be financed by the bonds issued for the District include the modernization, replacement, renovation, construction, acquisition and other improvements to facilities, including furnishing and equipping, at school, classrooms and educational facilities throughout the District including but not limited to:

- Central School
- El Toyon School
- Ira Harbison School
- John Otis School
- Kimball School
- Las Palmas School
- Lincoln Acres School
- Olivewood School
- Palmer Way School
- Preschool Center
- Rancho de la Nacion School
- District Administration Center
- District Maintenance and Operations Office
- District CNS/Purchasing Warehouse

Such projects shall include but shall not be limited to:

- Upgrade the District's electrical systems to provide students with increased access to computers
- Improve student access to computers and modern technology
- Repair and rebuild aging classrooms and school facilities to meet health and safety requirements
- Install energy cost saving systems including but not limited to solar
- Upgrade and replace outdated heating, ventilation, and air-conditioning (HVAC) systems

- Meet handicap accessibility (ADA) requirements in restrooms, classrooms, and school sites
- Improve campus security by installing additional lighting, fencing, and security cameras
- Reconstruct and add staff and parent parking
- Reconstruction and reconfiguration of loading and unloading zones for student safety
- Renovate and expand libraries at schools
- Repair and replace roofs
- Reconstruct, renovate, and add restrooms and plumbing in facilities throughout the District
- Improve athletic playfields
- Replace portable classrooms with permanent classrooms
- Renovate and modernize cafeteria and kitchens
- Acquire, renovate, and improve science labs, tech center, multi-purpose rooms, common areas and nurses offices
- Reconstruction and reconfiguration to provide flood protection at Kimball School
- Construct and install shade structures throughout the District.

Each of the bond projects described in this Bond Project List include all costs incidental but directly related to the specific projects described above. Such costs include, but are not limited to, demolition of existing structures, rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction, interim classrooms and facilities for students, administrators, and school functions but only to the extent such facilities are deemed necessary by the Board as a result of unforeseen conditions, addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act, access requirements of the Americans with Disabilities Act, costs of the election, bond issuance costs and project administration during the duration of such projects, including administration by District personnel.

For any project listed above with respect to construction at an existing District site, the District is authorized to identify an alternate site and/or acquire land for such purpose and construct the approved project at such site if the District has determined that the existing site does not satisfy any requirements of the Division of State Architect or other State laws, codes and regulations applicable to public school sites.

The order in which school facilities projects are listed above does not suggest an order of priority. Project priority will be determined by the District Board. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Projects Subject to Available Funding. The foregoing list of projects is subject to the availability of adequate funding to the District. Approval of the bond measure does not

guarantee that the proposed projects in the District that are the subject of bonds under the measure will be funded beyond the local revenues generated by the bond measure. The District's proposal for the projects may assume the receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

EXHIBIT B

**BALLOT MEASURE
ABBREVIATED FORM**

To repair and rebuild aging classrooms and facilities throughout the District; meet handicapped access requirements; increase student access to computers /technology; repair roofs; and improve campus security and student loading zones for increased safety; shall National School District be authorized to issue \$30 million of bonds with interest rates below legal limits, annual audits, independent citizens' oversight, no money for administrative salaries and all funds spent locally and not taken by the State and used elsewhere?

Bonds—Yes

Bonds—No

EXHIBIT C

National School District Tax Rate Statement for Bond Measure __ Election to be held November 8, 2016

An election will be held in National School District (the "District") on November 8, 2016 to authorize the sale of \$30,000,000 in general obligation bonds. The following information is submitted in compliance with Sections 9400-9404 of the California Elections Code.

1. The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$.03 per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2017-18.
2. The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$.03 per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2041-42.
3. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is \$.03 per \$100 (\$30.00 per \$100,000) of assessed valuation.
4. The best estimate of the average tax rate required to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$.02796 per \$100 (\$27.96 per \$100,000) of assessed valuation.
5. The best estimate of the total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold is \$38,685,000.

These estimates are based on projections derived from information obtained from official sources. The actual tax rates and the years in which they will apply may vary depending on the timing of bond sales, the amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the needs of the District. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined in the assessment and the equalization process.

Dated: _____, 2016

Chris Carson
Assistant Superintendent of Business Services
National School District

CERTIFICATION

SECRETARY CERTIFICATE

I, George Cameron, Secretary of the Board of Trustees of the National School District, San Diego County, State of California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 16-17.02 duly approved and adopted by the Board of Trustees of the District at a Regular meeting held on August 10, 2016, of which meeting all the members of the Board of Trustees had due notice and at which a majority thereof were present, and that at the meeting the Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda for the meeting was posted at least seventy-two (72) hours before the meeting at the offices of the District at 1500 N. Avenue, National City, CA, a location freely accessible to members of the public, and a brief description of the Resolution appeared on the agenda. I have carefully compared the foregoing Resolution with the original minutes of the meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original Resolution adopted at the meeting and entered in the minutes. The Resolution has not been amended, modified or rescinded since the date of its adoption and is now in full force and effect.

Date: August 10, 2016

George Cameron, Secretary of the Board of Trustees
National School District

August 10, 2016

Agenda Item: **15.B. Accept the following gifts:**

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

- Rationale:
1. \$600.00 from Central School third grade teachers to Central School to be used for field trip transportation.
 2. \$777.30 from Box Tops to Central School to be used for instructional materials.
 3. \$638.00 from Lifetouch to Central School to be used for field trip transportation.
 4. \$60.00 from Lifetouch to El Toyon School to be used for student incentives.
 5. \$25.00 from Target to El Toyon School to be used for school supplies.
 6. \$4.66 from Target to Kimball School to be used for school supplies.
 7. \$1,000.00 from Dennis and Janet Cruzan to Las Palmas School to be used to support the Las Palmas Running Club.
 8. \$1,310.00 from Las Palmas Running Club Committee to Las Palmas School to support the Las Palmas School Running Club.
 9. \$400.00 from Las Palmas PTO to Las Palmas School to be used for field trip transportation.
 10. \$247.00 from Olivewood School sixth grade teachers to Olivewood School to be used for school supplies.
 11. \$2,828.00 from Ira Harbison PTO to Ira Harbison School to be used for sixth grade student incentives and field trip transportation.
 12. \$4,026.00 from El Toyon Teachers to El Toyon School to be used for classroom materials, field trips and teacher training.
 13. \$100.00 from Mental Health Association of San Diego to National City Collaborative Family Resource Centers for use of classroom space.

Quick Summary /
Abstract:

- Third Grade Teachers at Central School with an interest in supporting youth.
- Box Tops for Education is a community partner with an interest in supporting youth.
- Lifetouch Portrait Company is a community partner with an interest in supporting youth.
- Target's Take Charge of Education donations are accumulated when supporters of the school make purchases at Target using their REDcard. Target donates up to 1% of these purchases to the eligible K-12 school they've designated.
- Dennis and Janet Cruzan are community members with an interest in supporting youth.
- Las Palmas Running Club Committee is a community member with an interest in supporting youth.
- Las Palmas PTO works throughout the year to support various programs at Las Palmas School and National School District.
- Sixth Grade Teachers at Olivewood School with an interest in supporting youth.
- Ira Harbison PTO works throughout the year to support various programs at Ira Harbison School and National School District.
- El Toyon Teachers at El Toyon School with an interest in supporting youth.
- Mental Health Association of San Diego is a local organization with an interest in supporting youth. Harmony and Health Foundation is a foundation that provides assistance, matching funds, and start-up money for low income individuals and self-help organizations.

August 10, 2016

Comments: National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended Motion: Accept gifts

August 10, 2016

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Approve the negotiated agreement for 2015-2016, 2016-2017 and 2017-2018 school years between the National City Elementary Teachers Association and the Governing Board of National School District.**

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

Quick Summary / Abstract: The District and the National City Elementary Teachers Association (NCETA) have been involved in negotiations for the 2015-2016 school year since August, 2015 for the final year of a three-year contract, which expired June 30, 2016. The NCETA declared Impasse in March 2016. As a result of the Impasse declaration the parties engaged in mediation sessions from April 2016 to July 2016. During that time both parties “sunshined” for a new agreement to succeed the expiring 2013-2016 Agreement. On July 15, 2016 the parties reached a tentative agreement for an amendment to the 2013-2016 Agreement, affecting the 2015-2016 school year and a new two (2) year Agreement for the 2016-2017 and 2017-2018 school years.

Comments: The Amendment to the expired 2013-2016 Agreement for the 2015-2016 school year includes a revised teacher salary schedule at a cost of 6.18%, 7% salary increase on-schedule for Preschool Teachers, and an increase in the Special Education annual stipend to \$2,500, all retroactive to July 1, 2015. In addition, there will be an increase in the maximum annual contribution for Health and Welfare for eligible employees to \$12,000 retroactive to January 1, 2016.

The new two-year agreement for the 2016-2017 and 2017-2018 school years includes salary increases and some language changes. The major provisions include a 1.75% on-schedule increase for certificated teachers (excluding preschool teachers), 7% on-schedule increase for speech-language pathologists and psychologists, and Impact Teachers will be paid \$150.00 per day, all effective on July 1, 2016. In addition, there will be an increase in the District’s maximum annual contribution for Health and Welfare for eligible employees to \$12,300 effective January 1, 2017.

Agreement was also reached on an Memorandum of Understanding regarding Rigorous Curriculum Design, a Side Letter regarding Baby Bonding, a Side Letter regarding the District funding Beginning Teacher Support and Assessment Program (BTSA) for two years, Article 4, Organizational Security and Association Rights; Article 10, Class Size; and Article 19, Special Education.

For the 2016-2017 school year there will be no re-openers. For the 2017-2018 school year re-openers shall be limited to Article 14, Health and Welfare; Article 15, Salaries and two additional articles of each party’s choice.

The unit members completed their ratification of this agreement on July 27, 2016.

The Tentative Agreement is attached.

August 10, 2016

Recommended Motion: Approve the negotiated agreement for 2015-2016, 2016-2017 and 2017-2018 school years between the National City Elementary Teachers Association and the Governing Board of National School District

Financial Impact: \$1,971,000
Annual cost
General Fund

Attachments:
NCETA Tentative Agreement

**TENTATIVE AGREEMENT BETWEEN THE
THE NATIONAL SCHOOL DISTRICT
AND THE
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION**

July 15, 2016

I. AMENDMENT TO THE 2013-2016 AGREEMENT FOR 2015-2016.

MAJOR PROVISIONS:

Article 15 Salaries:

- Salary Schedule: Effective July 1, 2015 the proposed NCETA Teacher Salary Schedule (dated July 13, 2016) will be adopted.
- Effective July 1, 2015 preschool teachers will receive an on schedule 7% salary increase.
- Effective July 1, 2015 Article 15 (B)2 Resource Specialists, Special Education Teachers, Adaptive Physical Education Teachers shall receive an additional two thousand, five hundred dollars (\$2,500) per year. This stipend does not include psychologists and speech-language pathologists.

Article 14 Health and Welfare:

- Effective January 1, 2016 the District's annual maximum contribution per eligible full-time employee to pay insurance premiums for employee selected medical, dental, vision care and life insurance premiums shall be \$12,000.

Note: Any retroactive payment by the District under this provision will be paid as the current payroll system under the San Diego County Office of Education will allow.

II. 2-YEAR AGREEMENT FOR THE 2016-2018 SCHOOL YEARS.

MAJOR PROVISIONS:

Article 15 Salaries:

- Effective July 1, 2016 all bargaining unit members will receive an on schedule 1.75% salary increase. (This does not include speech-language pathologists and psychologists; and preschool teachers)

- Effective July 1, 2016 psychologists and speech-language pathologists will receive an on schedule 7% salary increase.
- Effective July 1, 2016 Impact Teachers will be paid \$150.00 per day.

Article 14 Health and Welfare:

- Effective January 1, 2017 the District's annual maximum contribution per eligible full-time employee to pay insurance premiums for employee selected medical, dental, vision care and life insurance premiums shall be \$12,300

Note: Any retroactive payment by the District under this provision will be paid as the current payroll system under the San Diego County Office of Education will allow.

- **Article 19 Special Education: No changes to Article 19 except for the following:**

3. Miscellaneous Provisions

B. Special Education Special Day Class teachers and RSP Teachers will be allotted a total of five (5) early release Thursdays (not Teacher Thursdays) for collaboration.

C. The NCETA will be consulted with regarding the development and revisions to the Special Education Binder. The NCETA shall be responsible for coordinating the selection of two teachers to participate in this consultation. The consultation will occur prior to the binder being distributed to the special education staff.

D. Special Educators will be provided training regarding SBAC accommodations for students with special needs.

Memorandum of Understanding Regarding the implementation of Common Core units through Rigorous Curriculum Design:

Effective July 20, 2016 to June 30, 2017

- In order to plan for curriculum materials teachers will be given notice of the amount of money available per site and will be given a specific amount per grade level that can be used by the grade level with approval from the principal to use for the purchase of materials.
- All RCD units will be translated into Spanish language appropriate for classroom instruction before being distributed to the classroom.
- Teachers will be given RCD units at least two weeks prior to teaching the unit.
- This Agreement does not set precedent or an established practice in any way. It only applies to the 2016-2017 school year and will end June 30, 2017. It does not provide for any

interpretation of any provision in the 2016-2018 Agreement between the District and the Association.

- **District Resource Teacher Job Description:** Adopt the District's proposal from February 17, 2016.

OTHER PROVISIONS:

Article 1 Definition of Terms: No change from the 2013-2016 agreement.

Article 2 Recognition: No change from the 2013-2016 agreement.

Article 3 Preschool: No change from the 2013-2016 agreement.

Article 4 Organizational Security and Association Rights: No changes except for the following:

8(D): The Association shall be responsible for coordinating the selection of two (2) teachers representatives to district committees, including, but not limited to, the Superintendent's roundtable and the textbook selection advisory committee.

10(A): Up to 8 days of paid leave per year shall be granted to the Association President for the purpose of meeting with unit members to facilitate communication. The Association shall pay to the District the current short-term salary of a day-to-day substitute plus statutory benefits for each day granted at the cost of a substitute. From day 9 forward the Association will pay the daily rate (including statutory benefits) at Column I, Step I of the NCETA Teachers Salary Schedule. The Association will make payment to the District within thirty (30) calendar days of the date of the District's billing.

10(B): The Association shall have an allocation of up to sixteen (16) days of leave for each school year for the following purposes:

1. Local, state and national conferences and/or workshops sponsored by CTA or NEA and/or Association business.

The Association shall pay to the District the current short-term salary of a day-to-day substitute plus statutory benefits for each day granted. at the cost of a substitute. From day 17 forward the Association will pay the daily rate (including statutory benefits) at Column I, Step I of the NCETA Teachers Salary Schedule. The Association will make payment to the District within thirty (30) calendar days of the date of the District's billing.

Article 5 Negotiations Procedures: No change from the 2013-2016 agreement.

Article 6 Hours of Employment: No change from the 2013-2016 agreement.

Article 7 Transfer and Reassignment: No change from the 2013-2016 agreement.

Article 8 Leaves: No change from the 2013-2016 agreement except for the MOU regarding baby-bonding leave.

Article 9 Safety Conditions of Employment: No change from the 2013-2016 agreement.

Article 10: Class Size: No change from the 2013-2016 agreement except for the following:

2. Commencing in 2010-2011 Class Size shall not exceed 30:1 for grades TK - 3 and 33:1 for grades 4 – 6. However, for the 2016-2017 school year, 2017-2018 school year and for the 2018-2019 school year TK-3 class size shall not exceed 24:1 as long as the State of California continues to fund class size at 24:1 for TK-3 through Grade Span Funding in the Local Control Funding Formula for the 2014-2015 and the 2015-2016 school years. The funding from the State of California for Grade Span Funding must be equal to or exceed the amount received from the District in the 2013-2014 school year.

Article 11 Evaluation: No change from the 2013-2016 agreement.

Article 12 Grievance: No change from the 2013-2016 agreement.

Article 13 Part-Time Employment: No change from the 2013-2016 agreement.

Article 16 Management Rights: No change from the 2013-2016 agreement.

Article 17 No Strike – No Lockout: No change from the 2013-2016 agreement.

Article 18 Effect of the Agreement: No changes except for the following:

18.2. For 2016-2017 there will be no reopeners. For 2017-2018 reopeners shall be limited to Article 14 Health and Welfare Benefits, Article 15 Salaries and two additional articles of each party's choice.

Article 20 Peer Assistance and Review (PAR): No change from the 2013-2016 agreement.

Article 21 Discipline Procedure: No change from the 2013-2016 agreement.

Article 22 Summer School: No change from the 2013-2016 agreement.

NSD Proposed Article Inclement Weather or Other Acts of Nature: No change from the 2013-2016 agreement.

Term of the Agreement:

This agreement shall be effective on the date of final ratification by both parties except for salaries and health and welfare, which shall be effective as specified in each of those articles. The new agreement shall be in effect until June 30, 2018.

July 15, 2016

Side Letter of Agreement
Between
The National School District
And
National City Elementary Teachers Association/NCETA

This Side Letter of Agreement (hereinafter "Agreement") is entered into by and between the National School District (hereinafter "District") and the National City Elementary Teachers Association (hereinafter "Association"). The District and the Association agree as follows:

The District will pay for the Beginning Teachers Support and Assessment Program (BTSA) offered through the San Diego County Office of Education for teacher's needing to clear their teaching credential during the 2016-2017 and 2017-2018 school years only. These funds are available through the Educator Effectiveness Grant from the State of California. The Grant funds are only available through the 2018 school year.

This Agreement does not establish a precedent or an established practice in any way. It only applies to the 2016-2017 and 2017-2018 school years only. After the 2017-2018 school year beginning teachers must pay for participating in BTSA.

This Agreement must be ratified by the Governing Board of the District.

Cindy Meyer 7/15/16
For the District

For the Association

SIDE LETTER OF AGREEMENT
BETWEEN
THE NATIONAL SCHOOL DISTRICT
AND
THE NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

This Side Letter of Agreement (“Agreement”) is entered into by the National School District (“District”) and the National City Elementary Teachers Association (“Association”) to clarify the concurrent use of sick leave, differential illness leave and baby-bonding leave under the California Family Rights Act (“CFRA”), Government Code section 12945.2 and Education Code section 44977.5.

The parties agree to all of the following terms and conditions set forth below.

1. Eligible certificated employees who are granted baby-bonding leave (for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee) under the California Family Rights Act (CFRA) for up to 12 school weeks, may receive “differential pay” during that time in accordance with Education Code section 44977.5

2. If the employee who is granted CFRA baby-bonding leave has earned sick leave remaining at the time that the baby-bonding leave is scheduled to begin, such sick leave shall run concurrently with the baby-bonding leave provided for in paragraph 1 of this Agreement and the 12 week differential pay period provided for under Section 44977.5 shall be reduced by the amount of the fully paid sick leave taken.
(For example, if an employee has sick leave at the beginning of 12 week baby-bonding leave, it will be utilized and exhausted before the employee begins to receive the differential pay.)

Nothing in this Agreement shall be construed to be a violation of law, rule or regulation of the District, or the collective bargaining agreement between the parties, and neither the fact of nor the contents of this Agreement will be used or presented in any tribunal by either party as evidence against the other of any such violation, except for the purpose of enforcing its terms. This will remain in force until the provisions covering baby-bonding leave can be integrated into the Association Contract.

FOR THE ASSOCIATION

Date: _____

FOR THE DISTRICT

Date: _____

Date ratified by the Governing Board: _____ -

NATIONAL SCHOOL DISTRICT
JOB DESCRIPTION

JOB TITLE: DISTRICT RESOURCE TEACHER

Job Purpose Statement/s:

- Under the immediate supervision of the Education Services Department the District Resource Teacher provides support for the implementation of District educational programs through developing, implementing, and supporting the California State Standards and/or Educational Technology, provides professional development, support to school sites, and development of curricular units of study.

Essential Job Functions:

- Provide professional learning and resources in support of District goals.
- Support the on-going development/revision, formatting, review, and implementation of curricular units of study through professional learning with principals, teachers, and support personnel and/or parents.
- Provide instructional modeling/support to the school site staff and/or parents in Common Core English-Language Arts and/or Math State Standards and/or Educational Technology and District Curriculum.
- Support the implementation of the District data management system and student achievement data through reports to instructional committees, leadership, and the Governing Board.
- Provide professional development assistance to leadership teams as requested by site administration to address issues related to Program Improvement status.
- Provide ongoing support to school sites for Response to Intervention (RtI).
- Provide professional learning and assistance at District Advisory Council, District English Learner Advisory Council, Local Control Accountability Plan Committee, Curriculum Consultation Committee, and other applicable advisory councils or committees.
- Assist in the communication of District initiatives to stakeholders.
- Assist with the development and implementation of appropriate surveys to stakeholders.
- Facilitation of and/or participation in applicable District committees.
- Attend and participate in professional development opportunities.

Other Job Functions:

- Assist other personnel as may be required for the purpose of supporting them in the completion of their work activities.

Job Requirement-Qualifications

- Knowledge and/or Abilities Required:
Current TK-6 research based instructional practices and strategies; Common Core Standards; English Language Development; data-teams; adult learning theory; Education Code and Board Policy.

Abilities of strong interpersonal skills using tact, patience and courtesy; communicate clearly and concisely, orally and in writing; work collaboratively with peers, administrators and other stakeholders; utilize instructional technology and software. Significant physical abilities include standing/walking for prolonged periods.

- Experience Required: At least three (3) years of successful teaching and instructional leadership experience.
- Education Required: Bachelors Degree required; Masters Degree preferred.
- Licenses, Certifications, Bonding and/or Testing Required:
Appropriate valid California Teaching Credential
Valid California Driver's License
DOJ Fingerprint Clearance

National School District

2015-16

6.18% Salary Schedule Revision

Teachers' Salary Schedule- Fully Credentialed

	Class I		Class II		Class III		Class IV		Class V		Class VI	
1	250.54	46,350	258.06	47,741	265.80	49,173	273.77	50,648	281.98	52,167	290.44	53,732
2	258.06	47,741	265.80	49,173	273.77	50,648	281.98	52,167	290.44	53,732	299.16	55,344
3	265.80	49,173	273.77	50,648	281.98	52,167	290.44	53,732	299.16	55,344	308.14	57,005
4	273.77	50,648	281.98	52,167	290.44	53,732	299.16	55,344	308.14	57,005	317.38	58,715
5	281.98	52,167	290.44	53,732	299.16	55,344	308.14	57,005	317.38	58,715	326.90	60,476
6	290.44	53,732	299.16	55,344	308.14	57,005	317.38	58,715	326.90	60,476	336.71	62,291
7	299.16	55,344	308.14	57,005	317.38	58,715	326.90	60,476	336.71	62,291	346.81	64,159
8	308.14	57,005	317.38	58,715	326.90	60,476	336.71	62,291	346.81	64,159	357.21	66,084
9	317.38	58,715	326.90	60,476	336.71	62,291	346.81	64,159	357.21	66,084	367.93	68,067
10	326.90	60,476	336.71	62,291	346.81	64,159	357.21	66,084	367.93	68,067	378.97	70,109
11	336.71	62,291	346.81	64,159	357.21	66,084	367.93	68,067	378.97	70,109	390.34	72,212
12	346.81	64,159	357.21	66,084	367.93	68,067	378.97	70,109	390.34	72,212	402.04	74,378
13	346.81	64,159	367.93	68,067	378.97	70,109	390.34	72,212	402.04	74,378	414.10	76,609
14	346.81	64,159	378.97	70,109	390.34	72,212	402.04	74,378	414.10	76,609	426.53	78,908
15	346.81	64,159	386.17	71,441	397.75	73,584	409.68	75,791	421.97	78,065	434.63	80,407
16	346.81	64,159	386.17	71,441	405.31	74,982	417.46	77,231	429.99	79,548	442.89	81,935
17	346.81	64,159	386.17	71,441	405.31	74,982	425.40	78,699	438.16	81,060	451.31	83,492
18	346.81	64,159	386.17	71,441	405.31	74,982	433.48	80,194	446.49	82,600	459.88	85,078
19	346.81	64,159	386.17	71,441	405.31	74,982	441.72	81,718	454.97	84,169	468.62	86,694
20	346.81	64,159	386.17	71,441	405.31	74,982	450.11	83,270	463.61	85,768	477.52	88,342
21	346.81	64,159	386.17	71,441	405.31	74,982	458.66	84,852	472.42	87,398	486.59	90,020
22	346.81	64,159	386.17	71,441	405.31	74,982	467.38	86,465	481.40	89,059	495.84	91,730
23	346.81	64,159	386.17	71,441	405.31	74,982	467.38	86,465	490.55	90,751	505.26	93,473
24	346.81	64,159	386.17	71,441	405.31	74,982	467.38	86,465	499.86	92,475	514.86	95,249
25	346.81	64,159	386.17	71,441	405.31	74,982	467.38	86,465	499.86	92,475	524.64	97,059
26	346.81	64,159	386.17	71,441	405.31	74,982	467.38	86,465	499.86	92,475	534.61	98,903

- CLASS I Credential or B.A. plus 15
- CLASS II B.A. plus 30
- CLASS III B.A. plus 45 or M.A.
- CLASS IV B.A. plus 60 or M.A. plus 15 - Add one increment for earned doctorate
- CLASS V B.A. plus 75 or M.A. plus 30
- CLASS VI B.A. plus 90 or M.A. plus 45 - Add one increment for earned doctorate

\$2,500 Annual Stipend All Special Education except Psychologist and Speech-Language Pathologists
 \$1,000 Annual Stipend Support Personnel

National School District

2016-17

1.75% Salary Schedule Increase

Teachers' Salary Schedule- Fully Credentialed

	Class I		Class II		Class III		Class IV		Class V		Class VI	
1	254.92	47,161	262.57	48,576	270.45	50,034	278.56	51,534	286.92	53,080	295.52	54,672
2	262.57	48,576	270.45	50,034	278.56	51,534	286.92	53,080	295.52	54,672	304.39	56,313
3	270.45	50,034	278.56	51,534	286.92	53,080	295.52	54,672	304.39	56,313	313.53	58,003
4	278.56	51,534	286.92	53,080	295.52	54,672	304.39	56,313	313.53	58,003	322.94	59,743
5	286.92	53,080	295.52	54,672	304.39	56,313	313.53	58,003	322.94	59,743	332.62	61,534
6	295.52	54,672	304.39	56,313	313.53	58,003	322.94	59,743	332.62	61,534	342.60	63,381
7	304.39	56,313	313.53	58,003	322.94	59,743	332.62	61,534	342.60	63,381	352.88	65,282
8	313.53	58,003	322.94	59,743	332.62	61,534	342.60	63,381	352.88	65,282	363.46	67,240
9	322.94	59,743	332.62	61,534	342.60	63,381	352.88	65,282	363.46	67,240	374.37	69,258
10	332.62	61,534	342.60	63,381	352.88	65,282	363.46	67,240	374.37	69,258	385.60	71,336
11	342.60	63,381	352.88	65,282	363.46	67,240	374.37	69,258	385.60	71,336	397.17	73,476
12	352.88	65,282	363.46	67,240	374.37	69,258	385.60	71,336	397.17	73,476	409.08	75,680
13	352.88	65,282	374.37	69,258	385.60	71,336	397.17	73,476	409.08	75,680	421.35	77,950
14	352.88	65,282	385.60	71,336	397.17	73,476	409.08	75,680	421.35	77,950	433.99	80,289
15	352.88	65,282	392.92	72,691	404.71	74,872	416.85	77,117	429.36	79,431	442.24	81,814
16	352.88	65,282	392.92	72,691	412.40	76,294	424.77	78,583	437.51	80,940	450.64	83,369
17	352.88	65,282	392.92	72,691	412.40	76,294	432.84	80,076	445.83	82,479	459.21	84,953
18	352.88	65,282	392.92	72,691	412.40	76,294	441.06	81,597	454.30	84,046	467.93	86,567
19	352.88	65,282	392.92	72,691	412.40	76,294	449.45	83,148	462.93	85,642	476.82	88,211
20	352.88	65,282	392.92	72,691	412.40	76,294	457.98	84,727	471.72	87,269	485.88	89,888
21	352.88	65,282	392.92	72,691	412.40	76,294	466.69	86,337	480.69	88,927	495.11	91,595
22	352.88	65,282	392.92	72,691	412.40	76,294	475.56	87,978	489.83	90,618	504.51	93,335
23	352.88	65,282	392.92	72,691	412.40	76,294	475.56	87,978	499.13	92,339	514.10	95,109
24	352.88	65,282	392.92	72,691	412.40	76,294	475.56	87,978	508.61	94,093	523.87	96,916
25	352.88	65,282	392.92	72,691	412.40	76,294	475.56	87,978	508.61	94,093	533.83	98,758
26	352.88	65,282	392.92	72,691	412.40	76,294	475.56	87,978	508.61	94,093	543.97	100,634

- CLASS I Credential or B.A. plus 15
- CLASS II B.A. plus 30
- CLASS III B.A. plus 45 or M.A.
- CLASS IV B.A. plus 60 or M.A. plus 15 - Add one increment for earned doctorate
- CLASS V B.A. plus 75 or M.A. plus 30
- CLASS VI B.A. plus 90 or M.A. plus 45 - Add one increment for earned doctorate

\$2,500 Annual Stipend All Special Education except Psychologist and Speech-Language Pathologists
 \$1,000 Annual Stipend Support Personnel

National School District

2015-16

Speech Language Pathologists & Psychologists

Class I		
Step	Daily Rate	Annual Salary
1	313.79	58,052
2	324.88	60,102
3	335.97	62,155
4	347.06	64,207
5	358.16	66,259
6	369.24	68,310
7	380.35	70,364
8	391.43	72,415
9	402.52	74,466
10	413.62	76,520
11	424.72	78,574
12	435.80	80,623
13	446.89	82,675
14	465.48	86,113
15	465.48	86,113
16	465.48	86,113
17	476.78	88,205
18	476.78	88,205
19	476.78	88,205
20	488.08	90,295
21	488.08	90,295
22	488.08	90,295
23	499.39	92,387
24	499.39	92,387
25	499.39	92,387
26	510.72	94,483

Class II		
Step	Daily Rate	Annual Salary
1	324.88	60,102
2	335.97	62,155
3	347.06	64,207
4	358.16	66,259
5	369.24	68,310
6	380.35	70,364
7	391.43	72,415
8	402.52	74,466
9	413.62	76,520
10	424.72	78,574
11	435.80	80,623
12	446.89	82,675
13	458.01	84,732
14	476.78	88,205
15	476.78	88,205
16	476.78	88,205
17	488.08	90,295
18	488.08	90,295
19	488.08	90,295
20	499.39	92,387
21	499.39	92,387
22	499.39	92,387
23	510.72	94,483
24	510.72	94,483
25	510.72	94,483
26	521.99	96,569

Class III		
Step	Daily Rate	Annual Salary
1	335.97	62,155
2	347.06	64,207
3	358.16	66,259
4	369.24	68,310
5	380.35	70,364
6	391.43	72,415
7	402.52	74,466
8	413.62	76,520
9	424.72	78,574
10	435.80	80,623
11	446.89	82,675
12	458.01	84,732
13	469.10	86,784
14	488.08	90,295
15	488.08	90,295
16	488.08	90,295
17	499.39	92,387
18	499.39	92,387
19	499.39	92,387
20	510.72	94,483
21	510.72	94,483
22	510.72	94,483
23	521.99	96,569
24	521.99	96,569
25	521.99	96,569
26	533.29	98,659

Class I B.A. plus 60 or M.A.
 Class II B.A. plus 75 or M.A. plus 30
 Class III B.A. plus 90 or M.A. plus 45
 Add one increment for earned doctorate

National School District

2016-17

+7% Salary Schedule

Speech Language Pathologists & Psychologists

Class I		
Step	Daily Rate	Annual Salary
1	335.76	62,116
2	347.62	64,309
3	359.49	66,506
4	371.36	68,701
5	383.23	70,897
6	395.09	73,092
7	406.97	75,289
8	418.83	77,484
9	430.70	79,679
10	442.57	81,876
11	454.45	84,074
12	466.31	86,267
13	478.17	88,462
14	498.06	92,141
15	498.06	92,141
16	498.06	92,141
17	510.16	94,379
18	510.16	94,379
19	510.16	94,379
20	522.25	96,616
21	522.25	96,616
22	522.25	96,616
23	534.35	98,854
24	534.35	98,854
25	534.35	98,854
26	546.47	101,097

Class II		
Step	Daily Rate	Annual Salary
1	347.62	64,309
2	359.49	66,506
3	371.36	68,701
4	383.23	70,897
5	395.09	73,092
6	406.97	75,289
7	418.83	77,484
8	430.70	79,679
9	442.57	81,876
10	454.45	84,074
11	466.31	86,267
12	478.17	88,462
13	490.07	90,663
14	510.16	94,379
15	510.16	94,379
16	510.16	94,379
17	522.25	96,616
18	522.25	96,616
19	522.25	96,616
20	534.35	98,854
21	534.35	98,854
22	534.35	98,854
23	546.47	101,097
24	546.47	101,097
25	546.47	101,097
26	558.54	103,329

Class III		
Step	Daily Rate	Annual Salary
1	359.49	66,506
2	371.36	68,701
3	383.23	70,897
4	395.09	73,092
5	406.97	75,289
6	418.83	77,484
7	430.70	79,679
8	442.57	81,876
9	454.45	84,074
10	466.31	86,267
11	478.17	88,462
12	490.07	90,663
13	501.94	92,859
14	522.25	96,616
15	522.25	96,616
16	522.25	96,616
17	534.35	98,854
18	534.35	98,854
19	534.35	98,854
20	546.47	101,097
21	546.47	101,097
22	546.47	101,097
23	558.54	103,329
24	558.54	103,329
25	558.54	103,329
26	570.62	105,565

Class I B.A. plus 60 or M.A.
 Class II B.A. plus 75 or M.A. plus 30
 Class III B.A. plus 90 or M.A. plus 45
 Add one increment for earned doctorate

PRESCHOOL TEACHERS' SALARY SCHEDULE

	CLASS 1	CLASS 2
Annual	33,500.97 **	36,826.79 ***
Hourly	30.85	33.91
Daily	185.09	203.46
Monthly	2,791.75	3,068.90

** Class 1 - Without a Bachelor's Degree

*** Class 2 - With a Bachelor's Degree

PRESCHOOL TEACHERS' SALARY SCHEDULE

	CLASS 1	CLASS 2
Annual	33,500.97 **	36,826.79 ***
Hourly	30.85	33.91
Daily	185.09	203.46
Monthly	2,791.75	3,068.90

** Class 1 - Without a Bachelor's Degree

*** Class 2 - With a Bachelor's Degree

August 10, 2016

Agenda Item: **16.B. Approve revised positions titles, job descriptions, and proposed salary schedule reclassifications of the attached classified positions effective July 1, 2015 as a result of a classification study conducted by RSB Consulting.**

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

Quick Summary / Abstract: RSB Consulting recently conducted a classification and salary study of all classified employees. The District and CSEA mutually agreed that it was necessary to conduct a classification study since the last classified employee classification study was conducted in 1999. A classification committee comprised of CSEA members and District administrators was utilized during this process.

All employees and their supervisors in this study had an opportunity to meet with the consultant to discuss each job description and to offer any additional feedback. Job descriptions were reviewed and the consultant provided recommendations to the committee. The committee reviewed the recommendations and provided them to each employee and supervisor for review and final feedback.

Comments: A total of 46 positions were reviewed in the classification and salary study performed by RSB Consulting. As a result, 16 positions have been recommended for reclassification (see "range change" in attached chart) and 11 positions for a change in position title (see "proposed title" in attached chart). The CSEA and District agreed to reserve 1% of the 2015-2016 salary increase to assist with funding any changes in salary ranges. The 1% that was reserved covers the cost of the salary range change recommendations.

The revised job descriptions have been formatted to align with changes recommended by the RSB Consulting, in addition to District modifications regarding employment requirements (i.e. pre-employment examination, pre-employment physical). Individual changes in job descriptions cannot be easily delineated when comparing the old and new position descriptions for each position. These changes only become apparent when examining both the old and new descriptions in their entirety. Therefore, both the old and new position descriptions for each position will be available in the Superintendent's Office for review.

A tentative agreement for the classification and salary study was reached on May 26, 2016, with CSEA and its Chapter 206 and was ratified by the CSEA membership on July 20, 2016.

Recommended Motion: Approve revised positions titles, job descriptions, and proposed salary schedule reclassifications

Financial Impact: \$69,170
Annual cost
General Fund

Attachments:
CSEA Classification Study

Current Title - Office Personnel	Current Range	Proposed Position Title	Proposed Range	Work Calendar Days	Range Change Due to Salary Study	Range Change Due to Job Description
Accounting Technician/Accounts Payable	26	No Change	27	260	X	
Administrative Assistant-School	25	No Change	N/C	223		
Administrative Assistant- Department/Program	25	No Change	N/C	260		
Assistant Buyer/Storekeeper	21	No Change	22	260	X	
Buyer/Storekeeper	26	No Change	27	260	X	
Computer Systems Specialist	37	No Change	N/C	260		
Computer Systems Technician	33	No Change	N/C	260		
Database Analyst	44	No Change	N/C	260		
Instructional Materials Technician	22	No Change	N/C	260		
Office Assistant-District	16	No Change	17	224	X	
Office Assistant-School	16	No Change	17	210	X	
Office Technician-District	18	No Change	19	260	X	
Office Technician-School	18	No Change	19	223	X	
Production Technician	24	No Change	N/C	260		
Payroll/Benefits Specialist	28	No Change	N/C	260		
Translator/Spanish-English	21	No Change	N/C	260		

Current Title - Operations Personnel	Current Range	Proposed Position Title	Proposed Range	Work Calendar Days	Range Change Due to Salary Study	Range Change Due to Job Description
<u>Maintenance</u>						
Maintenance Worker/Audio Visual	28	Electronic Systems/Maintenance Worker	N/C	260		
Maintenance Worker/Electrical	28	Electrical/ Maintenance Worker	N/C	260		
Maintenance Worker/Masonry	28	Masonry/ Maintenance Worker	N/C	260		
Maintenance Worker/Plumbing	28	Plumbing/ Maintenance Worker	N/C	260		
Maintenance Worker/Painting	28	Painting/ Maintenance Worker	N/C	260		
Maintenance Worker/HVAC	28	HVAC/ Maintenance Worker	N/C	260		
Maintenance Worker/Trades	28	Skilled Trades/ Maintenance Worker	N/C	260		
Maintenance Worker/Equipment Mechanic	28	Equipment Mechanic/ Maintenance Worker	N/C	260		
Lead HVAC/Locksmith/ Maintenance Worker	28	Lead HVAC/Locksmith/ Maintenance Worker	30	260		X
<u>Operations</u>						
Custodian - Day	19	No Change	N/C	260		
Custodian - Night	15	No Change	17	260	X	
Groundskeeper	21	No Change	N/C	260		
Groundskeeper Specialist	24	Lead Groundskeeper	N/C	260		
Warehouse Delivery Driver	18	No Change	20	260	X	
<u>Transportation</u>						
School Bus Driver	19	No Change	21	210	X	
School Bus Driver Instructor	26	No Change	28	210	X	
School Van Driver	18	No Change	19	210	X	
Transportation Assistant/School Bus Driver	23	No Change	25	260	X	

Current Title - Child Nutrition Services	Current Range	Proposed Title	Proposed Range	Work Calendar Days	Range Change Due to Salary Study	Range Change Due to Job Description
Child Nutrition Services Assistant	11	No Change	N/C	208		
Child Nutrition Services Delivery Driver	19	No Change	20	224	X	
Child Nutrition Services Site Manager	20	No Change	N/C	208		
Current Title - Instructional Assistants	Range	Proposed Title	Proposed Range	Work Calendar Days	Range Change Due to Salary Study	Range Change Due to Job Description
Attendance and Welfare Specialist	18	No Change	19	210	X	
Caregiver/Special Education	15	No Change	N/C	210		
COTA/Low Incidence Inclusion Specialist	28	No Change	N/C	210		
Instructional Assistant/Health Care	18	No Change	N/C	210		
Instructional Assistant/Language Assessment Center	16	Lead Language Assessment Center/Instructional Assistant	N/C	210		
Instructional Assistant/Preschool	16	No Change	N/C	210		
Instructional Assistant/Special Education	16	No Change	N/C	210		
Library Media Specialist	20	No Change	N/C	210		
Speech/Language Pathology Assistant	28	No Change	N/C	210		

August 10, 2016

Agenda Item: **16.C. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2016-2017 School Year.**

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: Proposal embedded in item 16.D.

August 10, 2016

Agenda Item: **16.D. Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2016-2017 School Year.**

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

Quick Summary / Abstract: The collective bargaining process requires that each party "sunshine" or submit their notice of intent to bargain and exchange initial proposals. The initial proposals are made available as public information prior to the start of negotiations. This is the second year of the current three year Agreement between CSEA and the National School District. Pursuant to the Agreement the reopeners are Salary, Health and Welfare.

Comments: Salary and Health and Welfare Benefits:

ARTICLE 10: Pay and Allowances:
1.75% on schedule salary increase retroactive to July 1, 2016.

ARTICLE 12: Health and Welfare Benefits:
Effective January 1, 2017 the District's maximum contribution to health and welfare benefits for eligible employees shall be \$12,300.

Recommended Motion: Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 to open negotiations for the 2016-2017 School Year

August 10, 2016

Agenda Item: **16.E. Approve Consultant Contract #CT3326 with Shaw HR Consulting, Inc., to provide disability interactive process professional services, development of Essential Job Analyses and generalized Human Resources consulting and training.**

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

Quick Summary / Abstract: Shaw HR Consulting has provided assistance with complex disability interactive processes for the District in the past. This is a process to determine reasonable accommodations for an individual with a disability in the workplace. During an interactive process there is a need to review the Essential Functions in an individual's job description. This is referred to as an Essential Functions Job Analyses. There is a need to utilize Shaw HR Consulting for services during the 2016-2017 school year.

Comments: Shaw HR Consulting will provide disability interactive process professional services, development of Essential Functions Job Analyses and generalized Human Resources consulting and training.

Recommended Motion: Approve Consultant Contract

Financial Impact: Not to exceed \$9,500 (\$175/hour)
Annual Cost
General Fund

Attachments:
CT3326

[03-00]-
Fund

[0000-620]-
Res

[0000]-
Goal

[7200]-
Function

[5800-100]-
Object

[030]
School

Contract No. CT 3326

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

Shaw HR Consulting, Inc	45-1449198	107 N. Reino Rd., #414,
Contractor	Taxpayer ID Number	Mailing Address

<u>Newbury Park,</u>	<u>CA</u>	<u>91320</u>	, 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. Provide disability interactive processs professional services, development of essential functions job analyses and generalized Human Resource consulting and training.

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

2. Term. Contractor shall commence providing services under this Agreement on July 1, 2016, and will diligently perform as required and complete performance by 2016-2017 school year.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$150.00 per hour). District shall pay Contractor according to the following terms and conditions:

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

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

(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:
N/A

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: 107 N. Reino Rd., #414
Newbury Park, CA 91320

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 1st day of July 2016.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Cindy Frazee

Typed or Printed Name

Julie Shaw

Typed Name

Assistant Superintendent, H.R.

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: 8-10-16

(Area Code) Telephone Number

August 10, 2016

Agenda Item: **17. BOARD WORKSHOP**

Quick Summary / None

Abstract:

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

Agenda Item: **19. ADJOURNMENT**