



Governing Board Agenda

August 24, 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

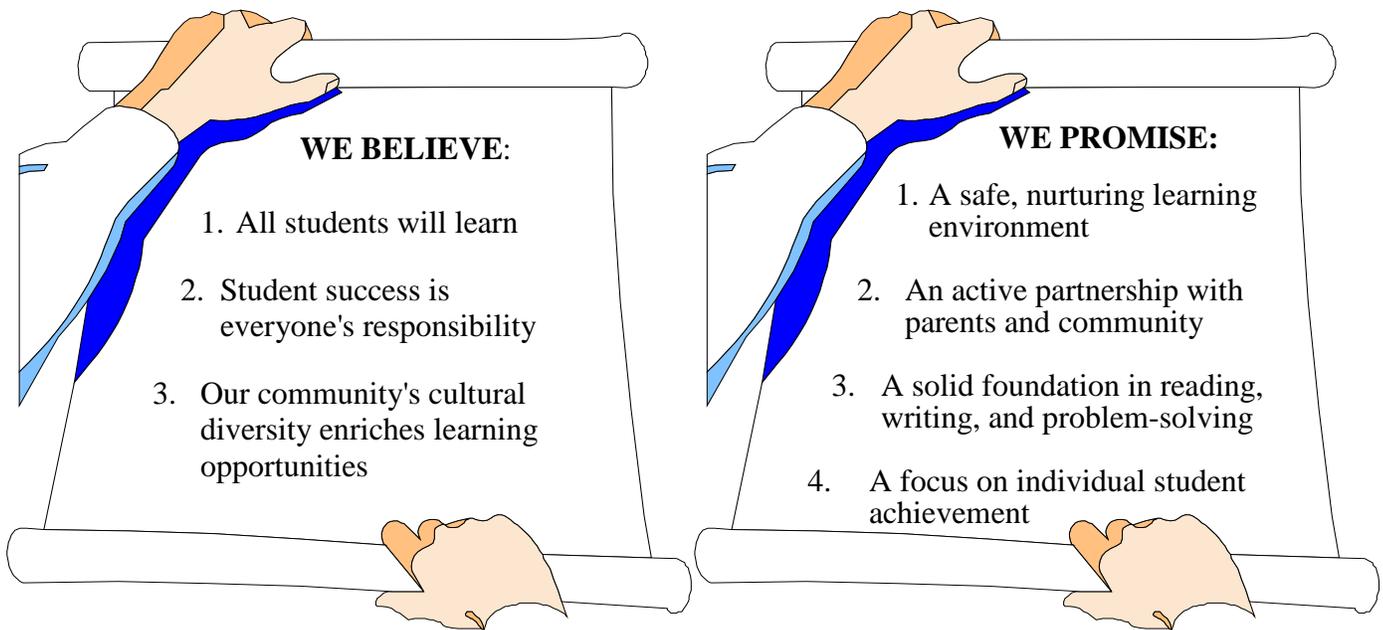
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

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 24, 2016

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

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 24, 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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #14-3738

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

Closed session in accordance with Government Code Section 54957.6: CONFERENCE
WITH LABOR NEGOTIATOR

Agency negotiator: Cindy Frazee
Employee organizations: California School Employees Association
National City Elementary Teachers Association
Confidential, Supervisory
Agency negotiator: George Cameron, Ed.D.
Non-Contracted Management

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Central School students.

Leticia Hernandez,
Principal, Central
School

August 24, 2016

9.B. Recognize Mrs. Minerva Bradt, Central School, as National School District Volunteer of the Month for August 2016.

Leticia Hernandez,
Principal, Central
School

9.C. 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 Regular Board Meeting held on August 10, 2016.

George Cameron,
Interim Superintendent

12.B. Administration

George Cameron,
Interim Superintendent

12.C. Human Resources

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

Cindy Frazee,
Assistant
Superintendent,
Human Resources

12.D. Educational Services - None

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

August 24, 2016

12.E. Business Services

12.E.I. Adopt annual Resolutions #16-17.14 through #16-17.16 for the 2016-2017 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective September 1, 2016.

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Approve a cost-of-living salary adjustment (COLA) for all confidential and supervisory personnel of 2.18% on schedule salary increase retroactive to July 1, 2015, 1.75% on schedule salary increase effective July 1, 2016, and maximum District contribution per eligible employee for Health and Welfare benefits of \$12,300 effective January 1, 2017.

George Cameron,
Interim Superintendent

13.B. Approve a cost-of-living salary adjustment (COLA) for non-contracted management personnel of 2.18% on schedule salary increase retroactive to July 1, 2015, 1.75% on schedule salary increase effective July 1, 2016, and maximum District contribution per eligible employee for Health and Welfare benefits of \$12,300 effective January 1, 2017.

George Cameron,
Interim Superintendent

14. EDUCATIONAL SERVICES

14.A. Approve Contract #CT3321 with San Diego County Superintendent of Schools for Preschool embedded coaching support.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

14.B. Adopt the Job Description for an Early Education Support Provider.

Cindy Frazee,
Assistant
Superintendent,
Human Resources

14.C. Approve Contract #CT3327 with Mario Chacon for completion of a Community Mural Project at Lincoln Acres School.

Paula Jameson
Whitney, Assistant
Superintendent,
Educational Services

14.D. Approve MOU with South Bay Community Services for the Prevention Early Intervention Grant.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

14.E. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

August 24, 2016

15. HUMAN RESOURCES

15.A. Approve the negotiated agreement between California School Employees Association (CSEA), Chapter 206, and the Governing Board of the National School District for the 2015-2016 and 2016-2017 school years.

Cindy Frazee,
Assistant
Superintendent,
Human Resources

15.B. Approve Contract #CT3311 with PeopleAdmin to provide Human Resources online product solutions.

Cindy Frazee,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Presentation regarding the National School District Facilities Master Plan.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.B. Presentation regarding the National School District Citizens Bond Oversight Committee.

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP - None

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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**

Quick Summary /
Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #14-3738

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

Closed session in accordance with Government Code Section 54957.6: **CONFERENCE WITH LABOR NEGOTIATOR**
Agency negotiator: Cindy Frazee
Employee organizations: California School Employees Association
National City Elementary Teachers Association
Confidential, Supervisory
Agency negotiator: George Cameron, Ed.D.
Non-Contracted Management

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

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

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

Agenda Item: **8. ROLL CALL**

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

Staff:
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

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Central School students.**

Speaker: Leticia Hernandez, Principal, Central School
Board Members Avalos & Sarmiento

Agenda Item: **9.B. Recognize Mrs. Minerva Bradt, Central School, as National School District Volunteer of the Month for August 2016.**

Speaker: Leticia Hernandez, Principal, Central School
Board Member Betancourt-Castañeda

Quick Summary / Abstract: It has been the practice of the National School District to honor and recognize volunteerism in the District.

Comments: Mrs. Minerva Bradt has volunteered at Central School for many years. She has been a wonderful volunteer who is actively involved at the school. She is always available for the teachers at the school and for anything we need her to help us with. Mrs. Bradt is a truly exemplary parent volunteer. Central School students, staff and community are extremely grateful for everything she does for the Central School community. Her energy, positive attitude and pleasant personality are always a welcome sight on campus.

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

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the August 10, 2016 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome
8/24/16

Name	Position	Location
Tina Anstadt	Teacher of Special Day Class Mild/Moderate	El Toyon School
Juli Barnes	Roving Teacher	Kimball and John Otis Schools
Meghan Blom	Classroom Teacher	Palmer Way School
Bree De La Garza	Classroom Teacher	Palmer Way School
Mary Gianola	Classroom Teacher	Rancho de la Nación School
Rosalba Gonzalez	School Psychologist	Lincoln Acres School
Michael Guerrero	Financial Accountant	District Office
Samantha Lai	Classroom Teacher	El Toyon School
Melissa Magana	Classroom Teacher	Olivewood School
Krystin Pryor	Roving Teacher	Central and El Toyon Schools
Roxanne Tuong	Classroom Teacher	Central School
Crystal Wood	Roving Teacher	Palmer Way and Rancho de la Nación Schools
Shannon Zupan	Roving Teacher	Palmer Way and Rancho de la Nación Schools

Agenda Item: **10. 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: **11. AGENDA**

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

Speaker: George Cameron, Interim Superintendent

Recommended Motion: Approve agenda

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

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on August 10, 2016.**

Speaker: George Cameron, Interim Superintendent

Attachments:
Board Minutes - 08/10/2016

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

August 10, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:00 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 4:31 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 4:30 PM

Closed session was held from 4:31 p.m. to 5:55 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54956.9: Existing Litigation--Case #2016061232; with Government Code Section 54957: Public Employee Discipline/Dismissal/Release; with Government Code Section 54957: Public Employee Appointment--Superintendent; and 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 and Agency negotiator: George Cameron, Ed.D., Employee organizations: Management, Contracted Management. All board members were present. Paula Jameson-Whitney, was present from 4:31 p.m. to 4:40 p.m. Cindy Frazee was present from 5:24 p.m. to 5:52 p.m. George Cameron was present from 4:31 p.m. to 5:55 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Clapper called the public meeting to order at 6:00 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. Recognize the Technology Department Staff as National School District Employees of the Month for August 2016.

Recognized The Technology Department Staff as National School District Employees of the Month for August 2016.

On behalf of the Governing Board, Maria Dalla presented the team with a certificate and a District pen/pencil set.

9.B. Introduce and welcome the new employees.

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

10. PUBLIC COMMUNICATIONS

Bertha Lopez, teacher, spoke regarding her appreciation for settling the teachers contract.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda 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

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar 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

12.A. Minutes

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

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

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

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

12.B. Administration

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.

12.C. Human Resources

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

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

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

12.E. Business Services

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

13. GENERAL FUNCTIONS

13.A. Approval of employment agreement with Superintendent.

Motion Passed: Approve Employment Agreement 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. 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.

Brian Clapper opened the public hearing at 6:19 p.m. No speakers came forward to be heard. Brian Clapper closed the public hearing at 6:19 p.m.

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.

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

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

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

Paula Jameson-Whitney gave a presentation on National School District Annual Evaluation of Student Progress and Local Education Agency Plan.

15. BUSINESS SERVICES

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.

Motion Passed: Adopt Resolution Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

15.B. Accept the following gifts:

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

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

16. 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.

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

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

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.

Motion Passed: Approve revised positions titles, job descriptions, and proposed salary schedule reclassifications Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

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

16.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.

Brian Clapper opened the public hearing at 6:49 p.m. No speakers came forward to be heard. Brian Clapper closed the public hearing at 6:49 p.m.

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.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

16.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.

Motion Passed: Approve Consultant Contract Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Mrs. Avalos welcomed Dr. Brady to the NSD family. She thanked Mrs. Jameson-Whitney for her presentation. She thanked the Technology Department for all their hard work. She also welcomed the new employees and thanked everyone for attending the meeting.

Mrs. Betancourt-Castañeda congratulated Dr. Brady. She thanked everyone for staying for the meeting. She thanked the Technology Department for all their hard work. She thanked Mrs. Hernandez for allowing her and Mr. Clapper to visit Central School on the first day of school. She shared that she and Mrs. Avalos visited the construction sites and were able to see different stages of the process. She thanked Mr. Carson for taking them on the visit.

Mrs. Sarmiento welcomed Dr. Brady. She shared that she was impressed by the fact that of all the superintendent openings in San Diego County, Dr. Brady only applied for National School District. She thanked the Technology Department for all their hard work. She shared that she attended the Back to School Night at Palmer Way School and enjoyed seeing the students' excitement.

Mrs. Dalla thanked Mr. Carson for the tour of the construction sites. She shared that Dr. Brady will be the first female Superintendent for National School District.

Mrs. Frazee congratulated and welcomed Dr. Brady. She congratulated the Technology Department. She welcomed the new employees. She shared that she is excited to have reached an agreement with the NCETA.

Mr. Carson welcomed Dr. Brady to the NSD family. He shared that the first payroll in the new system had relatively few issues thanks to the payroll and human resources staff as well as to Mrs. Cowart. He shared that the District is moving forward with the electrical at Las Palmas School this weekend. He thanked the Technology Department for their hard work.

Mrs. Jameson-Whitney welcomed Dr. Brady. She shared that the music program will begin on Monday and the Mariachi program will begin once Las Palmas is in session. She shared information regarding the FRC Strategic Planning committee meeting.

Dr. Cameron shared that he is happy to have Dr. Brady on board. He thanked the NCETA team and Mrs. Frazee for their leadership in getting the contract settled. He commented that Joe Ferris and the Technology Department are great. He thanked Mrs. Jameson-Whitney and staff for a wonderful kickoff to the FRC Strategic Planning meeting. He also commented on how gratifying it is to see the ELL growth.

Mr. Clapper thanked the Board for their work in selecting a new Superintendent. He welcomed Dr. Brady. He commented how happy he was for the teachers. He shared that he is happy the District will be going out for another bond and is happy to live in the National City community.

19. ADJOURNMENT

The meeting was adjourned at 7:08 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: George Cameron, Interim Superintendent

Quick Summary /
Abstract: None

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

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

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 24, 2016

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

1. Somer Bizzle	Classroom Teacher 6.58 hours per day 185 days per year Kimball School	July 20, 2016	Class I, Step 1	General Fund
2. Victoria Selzer	Classroom Teacher 6.58 hours per day 185 days per year Las Palmas School	July 20, 2016	Class I, Step 1	General Fund
3. Mary Weburg	Classroom Teacher 6.58 hours per day 185 days per year Central School	August 1, 2016	Class I, Step 1	General Fund

Additional Duties

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS

August 24, 2016

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

4. Thomas Lujan	Custodian –Day 8 hours per day 12 months per year Central School	August 25, 2016	Range 19, Step 1	General Fund
5. Perla Noel-Preciado	Office Technician - District 8 hours per day 12 months per year Human Resources Department	August 5, 2016	Range 19, Step 1	General Fund
6. Lisa Valdes	Instructional Assistant Special Education (Roving) 6 hours per day 210 days per year District Office	August 25, 2016	Range 16, Step 1	General Fund

Contract Extension/Change

7. Larry Cron	From Plumbing Maintenance Worker To Custodial Supervisor Maintenance and Operations 8 hours per day 12 months per year	August 25, 2016	Range 40S, Step 1	General Fund
8. Miguel Garcia	From Groundskeeper To Painting Maintenance Worker Maintenance and Operations 8 hours per day 12 months per year	August 25, 2016	Range 28, Step 1	General Fund

Unpaid Leave of Absence

None				
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Agenda Item: **12.D. Educational Services**

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

Quick Summary /
Abstract: None

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

Agenda Item: **12.E.I. Adopt annual Resolutions #16-17.14 through #16-17.16 for the 2016-2017 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective September 1, 2016.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: 1. Authorize Christopher Carson, Assistant Superintendent, Business Services, as mail addressee; Leighangela Brady, Superintendent, Virginia Fogerson, Accounting Technician/Accounts Payable, to pick up warrants (other than mail addressee).

2. Authorizing Christopher Carson, Assistant Superintendent, Business Services, as mail addressee; Leighangela Brady, Superintendent, Cindy Frazee, Assistant Superintendent, Human Resources, and Paula Jameson-Whitney, Assistant Superintendent, Educational Services, to sign the payroll payment order.

3. Authorize Christopher Carson, Assistant Superintendent, Business Services, as mail addressee; Leighangela Brady, Superintendent, Cindy Frazee, Assistant Superintendent, Human Resources, and Paula Jameson-Whitney, Assistant Superintendent, Educational Services, to sign school orders.

Comments: In order to maintain a current register of persons authorized to act on behalf of the District and in compliance with various sections of the Education Code, it is necessary that the attached resolutions be adopted every fiscal year.

Attachments:

Resolution #16-17.14

Resolution #16-17.15

Resolution #16-17.16

National School District

Resolution

#16-17.14

RESOLUTION DESIGNATING AUTHORIZED AGENTS TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective September 1, 2016 to June 30, 2017.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent to receive mail from the Accounting/Payroll Section is Christopher Carson, Assistant Superintendent, Business Services.
2. The authorized person(s) to pick up warrants from the County Office (other than the mail addressee) are:

Leighangela Brady
Virginia Fogerson

District Superintendent
Accounting Tech. /Accounts Payable

3. Check one Monthly payroll warrants each and every month
 Mail Hold Consortium
- Check one Daily/Hourly payroll warrants each and every
 Mail Hold Consortium every month.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

Resolution #16-17.14
August 24, 2016
Page 2

PASSED AND ADOPTED by the Governing Board of National School District on this 24th 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

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

Resolution #16-17.15
August 24, 2016
Page 2

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

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

National School District

Resolution

#16-17.16

RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective September 1, 2016 to June 30, 2017.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232,

Leighangela Brady, District Superintendent
Christopher Carson, Assistant Superintendent, Business Services
Cindy Frazee, Assistant Superintendent, Human Resources
Paula Jameson-Whitney, Assistant Superintendent, Educational Services

be and are hereby authorized to sign any and all orders in the name of said District drawn on the funds of said District.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

PASSED AND ADOPTED by the Governing Board of National School District on this 24th day of August, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Resolution #16-17.16
August 24, 2016
Page 2

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

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve a cost-of-living salary adjustment (COLA) for all confidential and supervisory personnel of 2.18% on schedule salary increase retroactive to July 1, 2015, 1.75% on schedule salary increase effective July 1, 2016, and maximum District contribution per eligible employee for Health and Welfare benefits of \$12,300 effective January 1, 2017.**

Speaker: George Cameron, Interim Superintendent

Quick Summary / Abstract: CSEA and National School District have reached a tentative agreement, which was ratified by CSEA membership on August 11, 2016.

Comments: The District Superintendent is recommending that the Board approve the salary package for the 2015-2016 and 2016-2017 school years for confidential and supervisory personnel as follows:

- A 2.18% on schedule salary increase retroactive to July 1, 2015.
- A 1.75% on schedule salary increase effective July 1, 2016.
- The maximum District contribution per eligible employee for Health and Welfare benefits will be \$12,300 effective January 1, 2017.

Recommended Motion: Approve a cost-of-living salary adjustment

Financial Impact: Approximately \$56,097
Annual Cost
General Fund

Agenda Item: **13.B. Approve a cost-of-living salary adjustment (COLA) for non-contracted management personnel of 2.18% on schedule salary increase retroactive to July 1, 2015, 1.75% on schedule salary increase effective July 1, 2016, and maximum District contribution per eligible employee for Health and Welfare benefits of \$12,300 effective January 1, 2017.**

Speaker: George Cameron, Interim Superintendent

Quick Summary / Abstract: CSEA and National School District have reached a tentative agreement, which was ratified by CSEA membership on August 11, 2016.

Comments: The District Superintendent is recommending that the Board approve the salary package for the 2015-2016 and 2016-2017 school years for non-contracted management personnel as follows:

- A 2.18% on schedule salary increase retroactive to July 1, 2015.
- A 1.75% on schedule salary increase effective July 1, 2016.
- The maximum District contribution per eligible employee for Health and Welfare benefits will be \$12,300 effective January 1, 2017.

Recommended Motion: Approve a cost-of-living salary adjustment

Financial Impact: Approximately \$79,860
Annual Cost
General Fund

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve Contract #CT3321 with San Diego County Superintendent of Schools for Preschool embedded coaching support.**

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

Quick Summary / Abstract: San Diego County Office of Education (SDCOE) provides National School District technical assistance and funding for the Quality Preschool Initiative (QPI). One of the goals of QPI is to assist with the professional learning of preschool teachers. In the past, QPI has provided the NSD preschool program with a coach to support our teachers. This coaching has been very beneficial in providing our teachers the support and learning needed to meet the many QPI regulations, as well as improve the quality of their teaching.

This year, National School District has been asked to enter into an agreement with SDCOE/QPI to have the coach "embedded." The embedded coach would be an employee of NSD, and support preschool staff in meeting the QPI requirements. SDCOE would provide NSD \$75,000 to hire this coach. The National School District preschool teachers will be better served through a coach who is more connected to our district, selected by our stakeholders, and able to spend more time in our classrooms. The QPI embedded coach would engage in traditional coaching activities (e.g. providing feedback, assisting with planning) as well as assist in the dispensation of the many requirements that come with the QPI funding.

The agreement with SDCOE describes a specific "scope of work" that will be addressed. This includes:

- Daily coaching (a minimum of 15 hours per year for each teacher)
- Participation and attendance at QPI county trainings and meetings
- Providing preschool teachers with instruction on the use of classroom data to assist with the focus on the developmental needs of each student

Comments: This fall, Charmaine Lawson, Director of Early Childhood Programs, will present to the Governing Board the current state of National School District Preschool, describe how this position will serve as a part of the overall program, and detail the next steps to support our youngest learners.

Recommended Motion: Approve Contract

Financial Impact: \$75,000
Annual Cost
QPI funding

Attachments:
CT3321

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Agreement Number: _____**

This agreement is entered into the 22nd day of June, 2016 by and between the **San Diego County Superintendent of Schools**, hereinafter referred to as the "County" and **National School District**, hereinafter referred to as the "Contractor."

The Contractor agrees to provide the following described services to the County:

SCOPE OF SERVICES

I. THE CONTRACTOR AGREES TO:

- A. Comply with all items listed in the Scope of Work as described in **Exhibit A** and its attachments. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- B. Agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply services to the County ("Services").
- C. Comply with First 5 Commission Mandatory Article Flow-down. A copy of this contract document is attached as **Exhibit B**.

II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES TO:

- A. Pay the designated reimbursement Contractor in accordance with the Embedded Coach Scope of Work (**Exhibit A**) on a quarterly basis as outlined in **Exhibit C**.
- B. Provide quality support, coaching, technical assistance, and guidance to the embedded coach under this Contract in accordance with the Scope of Work (**Exhibit A**).

STANDARD OF CARE.

Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors or subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Contractor's employees who are determined by County to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform the Services in a manner acceptable

to County, shall be promptly removed by the Contractor and shall not be re-employed to perform any of the Services or to work on the project.

PERIOD OF AGREEMENT - INCEPTION AND TERMINATION DATES.

The term of this Agreement shall be from **July 1, 2016** until **June 30, 2017**, unless earlier terminated as provided herein.

FUND AVAILABILITY.

Funding of this agreement, if funded by the County, is contingent upon appropriation and availability of funds. Work done in advance of contract approval shall be done at the sole risk of Contractor.

COMPENSATION/COSTS AND PAYMENT SCHEDULE.

For the period of July 1, 2016 to June 30, 2017, County agrees to pay contractor in the amount of \$75,000 for services performed per each contracted embedded coach services caseload of "coaching" to an average of 20 teachers as per **Exhibit A**. Total estimated contract: **\$75,000 X 1 embedded coaching caseload = \$75,000 and \$75,000/4 = \$18,750 per quarter**. Invoicing for embedded coaching services shall be completed in even quarterly increments and shall include all required evidence as outlined in **Exhibit C** and its attachments.

CONFIDENTIALITY OF SERVICES OR WORK/OWNERSHIP OF DOCUMENTS OR WORK.

- a) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Contractor pursuant to this Agreement, shall be the sole property of the County, except that Contractor shall have the right to retain copies of all such documents and data for its records. County shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk and provided that Contractor shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.
- b) All such materials and data shall be provided to the County, or such other agency or entity as directed by County or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by County. Should County wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the County within forty-eight (48) hours of its request.
- c) Any documents created with the funding of this agreement shall be the property of San Diego County Quality Preschool Initiative.

COUNTY AND CONTRACTOR CONTACT PERSONS.

COUNTY CONTACT:

San Diego County Superintendent of Schools
Lucia Garay, Executive Director
6401 Linda Vista Road, Room 315
San Diego, CA 92111.
Phone: 858-292-3801
Email: lgaray@sdcoe.net

CONTRACTOR CONTACT:

National School District
Charmaine Lawson
2401 E. 24th Street
National City, CA 91950
Phone: 619-336-8672
Email: charmaine.lawson@national.k12.ca.us

TERMINATION.

This agreement may be terminated by either party for any reason with a 30-day written notice.

INDEPENDENT CONTRACTOR.

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

HOLD HARMLESS.

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

WORKERS' COMPENSATION.

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A certificate of insurance may be provided providing for such or Contractor shall sign and file with the County the following certificate:

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

NON-FUNDING.

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

AUDIT.

The Contractor agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the San Diego County Superintendent of Schools and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this agreement.

INSURANCE REQUIREMENTS.

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect him and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Contractor shall maintain limits no less than:

- A. **Commercial General Liability** including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. **Automobile Liability**: \$1,000,000 each accident for bodily injury and property damage.
- C. **Employer's Liability**: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego and Commission.
- D. **Professional Errors and Omissions Liability**: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. **Any** self-retained limit shall be greater than \$25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit had been paid or reserved, County

will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.

- E. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
- F. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Contractor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Contractor's, Commission's or County's computers or servers to affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

The Provider shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

MEDIATION.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

TIME OF ESSENCE.

Time is of the essence for each and every provision of this Agreement.

COUNTY'S RIGHT TO EMPLOY OTHER CONTRACTORS.

County reserves right to employ other Contractors in connection with the Services. However, Contractor shall be the exclusive Contractor for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Contractor without the prior written consent of County.

EQUAL OPPORTUNITY EMPLOYMENT.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination. If applicable, Contractor shall also comply with all relevant provisions of County's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor may be required to make a good faith effort to contact and utilize DVBE subcontractors or subcontractors and suppliers in securing bids for performance of the Agreement. If so required, Contractor shall certify its good faith efforts towards retaining DVBE subcontractors or subcontractors and suppliers and identify DVBE firms utilized in performance of the Agreement.

EXHIBITS AND RECITALS.

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

GOVERNING LAW/VENUE SAN DIEGO.

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

COMPLIANCE WITH LAW.

The Contractor shall be subject to and shall comply with all federal, state and local laws and regulations applicable with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

FINAL APPROVAL.

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

ENTIRE AGREEMENT.

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

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

NATIONAL SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Lora Duzyk

Name (Type or Print)

Name (Type or Print)

Assistant Superintendent

Title

Title

Date

Date

Federal I.D. No./Social Security No.

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit A: Scope of Work**

Goal: Embedded Coaching Services		
Task	Evidence	Time-line
The agency shall designate staff to provide coaching services to meet the requirements in Exhibit A attachment 1. The agency may title the job as needed based on the agency’s personnel requirements, but the requirements shall match those described in Exhibit A - Attachment 1 . The caseload for the contract’s services shall be 15-25 Lead Teachers as determined by QPI.	-Internal Job Description for staff member hired for embedded coach position -Resume of staff member hired for embedded coach position	QTR 1
The agency shall make the necessary arrangements for the work calendar of the embedded coach to meet the necessary instructional calendar for coaching and professional development. The daily workday must be sufficient in length to allow for up to three (3), 1.5 to 2 hour coaching visits/day as well as provision of professional development sessions beyond “school hours”. The embedded coach supervisor shall ensure a minimum of 24 hours a week, while the agency is in session, is dedicated to coaching assigned lead teachers in a one-to-one setting, following QPI guidelines.	-QPI annual work calendar -Daily work hour agreement	QTR 1
In collaboration with the Quality Preschool Initiative Coordinator, the Early Education Specialist (EES) and direct supervisor of the employee performing the coaching services, shall develop a caseload for the work to be performed throughout the period of the contract.	-Caseload list for embedded coach, including site location and teaching staff names at each site	QTR 1
The embedded coach shall participate in all ERS calibration and CLASS reliability training and certification processes to meet minimum qualifying scored within the first six (6) months of this contract. ECERS calibration to 80% and CLASS observation reliability to 80%.	-Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent.	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall support the completion of all (100%) of the Lead Teacher Quality Improvement Plans (QIPs), within 60 days of the start of the school year or of their employment (whichever comes first).	-QIP in pinwheel -Coaching logs referencing QIP in pinwheel -Agency PD Plan reflecting meeting date for QIP creation by Lead Teachers	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach services shall include a minimum of 15 hours of individualized one-on-one coaching, as it relates to their QIP and supporting PLCs and workshops (facilitating and presenting as aligned to the agency Professional Development Plan).	-Monthly Calendar of activity -Coaching Logs aligning to calendar and QIPs -Agency Professional Development Plan	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall participate in reflective supervision coaching with Dr. Ernie Mendes.	-Agency Professional Development Plan – Sign in sheet	
The embedded coach shall attend QPI team meetings as follows: First Monday of every month from 8:00-5:00, regional meetings as scheduled and all required trainings offered by QPI.	-Monthly calendar of all QPI related meeting dates	QTR 1 QTR 2 QTR 3 QTR 4

The embedded coach shall submit to Early Education Specialist (EES) assigned to agency a monthly calendar of daily activities, calendar must forecast out 2 coaching cycles for each Lead teacher on assigned caseload at all times.	-Monthly outlook calendar reflecting coaching cycles, meetings, and planning time	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall coach a minimum of 2 hours per month, per teacher on caseload, with visits occurring in 2-3 week cycles and reflective coaching log in pinwheel within 24 hours after the visit.	-Coaching logs that reflect coaching sessions and align with calendar of daily activities	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall meet with assigned Early Education Specialist (EES) on a regular basis to review coaching progress and to reflect on the impact of the quality improvement efforts.	-Outlook calendar reflecting meetings -Coaching session meeting notes	QTR 1 QTR 2 QTR 3 QTR 4
The agency shall make the necessary arrangements with center directors to ensure Lead Teachers are available to be coached by the embedded coach in accordance with the necessary coaching session lengths and frequency.	-Outlook Calendar of Embedded Coach	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall ensure that (100%) of the Lead Teachers on his/her caseload are familiar with the California Preschool Foundations and the California Preschool Curriculum Frameworks.	-Coaching Logs in Pinwheel -Training on PD plan as applicable	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall make use of FY 2015-2016 external review data (ERS and CLASS), staff education level data, DRDP results, kindergarten transition processes, teaching pyramid as applicable, ASQ results, family strengthening plan, and the Agency Professional Development plan to prepare for coaching sessions for 100% of QPI Lead Teachers.	-Coaching Logs in Pinwheel -Meeting Agendas -Family Strengthening Plan -List of staff trained on Teaching Pyramid -Kindergarten Transition plan for the agency	QTR 1 QTR 2 QTR 3 QTR 4
Embedded coach shall prepare for coaching sessions using the QPI coaching session checklist and follow required coaching session template format.	-Coaching Logs in Pinwheel -Example of template being utilized with all necessary documents gathered in accordance with checklist on template	QTR 1 QTR 2 QTR 3 QTR 4
The embedded coach shall utilize Teachstone web-based learning system to enhance coaching for all QPI participants on his/her caseload.	-Coaching Logs in Pinwheel	QTR 1 QTR 2 QTR 3 QTR 4
The agency shall invoice for embedded coach services in equal quarterly increments. Invoice shall include all required documentation as stated in Exhibit C . Invoice and documentation must include appropriate quarterly cover sheet found in Exhibit C attachment 1, 2, 3, 4 .	-Invoice quarterly -Evidence for services -Coversheets	QTR 1 QTR 2 QTR 3 QTR 4
The direct supervisor and the embedded coach shall ensure Quality Assurances for the QPI stipend requirements have been met and reviewed with his/her agency EES. Supervisor and embedded coach must sign statement of perjury prior to stipend disbursement.	-Stipend Verification Form with signatures -Statement of Perjury with signatures	QTR 4

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coaching Services
Exhibit A: Scope of Work
Attachment 1: Teacher Coach Requirements**

SAN DIEGO COUNTY OFFICE OF EDUCATION

Teacher Coach Requirements

DEFINITION OF WORK:

Under general supervision, provides training and support for preschool teachers to ensure a high quality early education learning environment which meets the needs of those working with infants and young children.

ESSENTIAL FUNCTIONS/DUTIES:

Coach preschool teachers to support successful implementation of session-level Quality Criteria/Services.

Document implementation of session-level quality criteria.

Collaborate with SDCOE QPI staff, Agency Director, Area Manager, Site Supervisor, and/or Lead Teacher to implement Professional Development services.

Collaborate with SDCOE Quality Preschool Initiative (QPI) staff to ensure successful QPI implementation of all coaching services.

Plan and implement PLC's and workshops based on early learning and development, inclusion, family engagement and kindergarten transition, data trends, and program needs

Assists with the focus on developmental needs per student based on outcome data (formative assessment) in DRDP, CLASS and ASQ-3.

Provide preschool teachers with instruction on use of classroom data, such as, DRDP trends, ASQ results, classroom assessments provided by the Local Evaluator (LE) with a targeted focus on children with special needs and Dual Language Learners.

Support a focus on children's outcomes in language, literacy, and early math skills development.

Coach preschool teachers to improve the social-emotional development and behavioral skills of children ages 0 to 5 in early care and education programs.

Support preschool teachers in the implementation of theory and research-based interventions.

Collaborates with appropriate QPI and agency staff to assess individual professional development needs and outline goals for their caseload.

Coaches and supports teachers on a one-to one basis to assist preschool instructional staff and early childcare providers with meeting their professional development goals.

Prepares and presents training in Early Education Environment and Curriculum topics to program participants in individual and group setting using materials from the California Preschool

Learning Foundation or other available resources, as guided by QPI staff.

Coach teachers on activities that are age-appropriate and culturally and linguistically appropriate.

Coach teachers on lesson design which integrate California Department of Education infant/Toddler Learning and Development Foundations, the California Preschool Learning Foundations, The California Preschool Curriculum Framework and the California Preschool English Learners Guide.

NON-ESSENTIAL FUNCTIONS:

Perform related duties as assigned.

CREDENTIALS, CERTIFICATES, LICENSES OR OTHER REQUIREMENTS:

Possession of or eligibility for any one of the following:

- Child Development Teacher Permit
- Child Development Master Teacher Permit
- Child Development Site Supervisor Permit
- Child Development Program Director Permit

A valid California driver's license.

EDUCATION AND EXPERIENCE

Possession of a: Bachelor of Arts in Child Development or a related field.

Experience in Classroom and Leadership: Five years in preschool or Kindergarten (Early Ed) at least three years in a Classroom; and two years' experience providing PD or in supervisory role in Early Education setting.

KNOWLEDGE AND ABILITIES:

Knowledge of:

Child growth and development

Early childhood curriculum and developmentally appropriate practices

Age, culture and linguistic appropriate activities

Quality improvement activities proven to increase teachers' instructional skills

Current research and advancements in the child development field

Theory and research-based interventions

Quality Preschool Initiative requirement, and state and local licensing requirements

Participate in on-going professional development related to early childhood development

Effective strategies addressing the needs of Dual Language Learners

Training and consulting skills, methods and techniques

Adult learning principals

Technology

- Computer skills
- Knowledge of software
- Teachstone
- PowerPoint

Knowledge of various early childhood assessments techniques such as, ASQ, DRDP, California Early Learning and Development System, CLASS, ECERS, and PEL Guide; operate a computer and other office technology; plan and organize work and meet deadlines; communicate effectively both orally and in writing; establish and maintain effective working relationships with others.

**San Diego County Superintendent of Schools
Agreement with National School District
For Embedded Coach Services
Exhibit B: First 5 Commission Mandatory Article Flow-Down Language**

**ARTICLE 3
DISENTANGLEMENT**

- 3.1 General Obligations. At SDCOE’s discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the “Disentangled Services”) being terminated from Contractor and the subcontractors to SDCOE, or to any replacement provider designated by SDCOE, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with SDCOE and any new service provider and otherwise promptly take all steps, including, but not limited to providing to SDCOE or any new service provider all requested information or documentation, required to assist SDCOE in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as SDCOE may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to SDCOE or SDCOE’s designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by SDCOE at no more than Contractor’s costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor’s obligation to provide the Services shall not cease until the earlier of the following: 1) the Disentanglement is satisfactory to the SDCOE, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to SDCOE’s reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.
- 3.2 Disentanglement Process. The Disentanglement process shall begin on any of the following dates: (i) the date SDCOE notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by SDCOE, not earlier than sixty (60) days prior to the end of the Agreement Term or extended term, that SDCOE has not elected to extend pursuant to the Agreement’s Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if SDCOE elects to terminate any or all of the Services pursuant to this Agreement, Article 7. Subject to Exhibit A, Contractor’s obligation to perform Disentangled Services, and SDCOE’s obligation to pay for Disentangled Services shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial term or extended term set forth in this Agreement’s Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor’s obligation to perform the Services expires being referred to herein as the “Expiration Date”). Contractor and SDCOE shall discuss in good faith a plan for determining the nature and extent of Contractor’s Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor’s obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.
- 3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with SDCOE and all of the SDCOE’s other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or SDCOE’s activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to SDCOE any

third-party authorizations necessary to grant SDCOE the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to SDCOE. Similarly, at SDCOE's direction, Contractor shall obtain all legally necessary client consents or authorizations legally to transfer client data to SDCOE or any new service provider.

3.3.3 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to SDCOE or its designee such fully-paid leases, licenses, and other contracts used by Contractor, SDCOE, or any other Person in connection with the Disentangled Services, as SDCOE may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse SDCOE for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.4 Delivery of Documentation

Contractor shall deliver to SDCOE or its designee, at SDCOE's request, all documentation and data related to Commission, including, but not limited to, SDCOE Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to SDCOE, all at no charge to SDCOE. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding SDCOE data, for archival purposes or warranty support.

- 3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the SDCOE requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of SDCOE.
- 3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. SDCOE shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the SDCOE upon completion of this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, state, SDCOE, county and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to SDCOE, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations or other laws that may be applicable to performance of services hereunder. SDCOE reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of [Title VII of the Civil Rights Act of 1964](#) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Contractor of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in [Article IIIk \(commencing at Section 84\)](#) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the QPI Operations Coordinator upon request or can be obtained from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with [Title IX of the Education Amendments of 1972](#); [Title VII of the Civil Rights Act of 1964](#) (42 U.S.C. 2000-d), the [Age Discrimination of 1975](#) (42 U.S.C. 6101), [Article 9.5, Chapter 1, Part 1, Division 2, Title 2 \(Section 11135, et seq.\) of the California Government Code](#), [Title 9, Chapter 4, Subchapter 6 \(Section 10800, et seq.\) of the California Code of Regulations \(CCR\)](#) and [California Department of Social Services Manual of Policies and Procedures \(CDSS MPP\) Division 21](#).
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any Commission facility or participation in any Commission-funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in [Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances](#).
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before SDCOE. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state and federal legislatures or the Board of Supervisors of the County or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. SDCOE, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use [Policy C-25](#). This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for SDCOE, on SDCOE property, or while using SDCOE equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing services for SDCOE on SDCOE property or using SDCOE equipment of SDCOE objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for SDCOE.
- 8.11.3 SDCOE may terminate for default this Agreement, and any other agreement the Contractor has with SDCOE, if the Contractor, or Contractor's employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). Commission, in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for SDCOE, on SDCOE property or while using SDCOE equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the SDCOE on SDCOE property or using SDCOE equipment of the Zero Tolerance Policy as referenced herein.

SDCOE may terminate for default this Agreement and any other agreement Contractor has with SDCOE, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to SDCOE all rights, title and interest in and to all causes of action it may have under [Section 4 of the Clayton Act \(15 U.S.C. Sec. 15\)](#) or under the [Cartwright act \(Chapter 1\) \(commencing with Section 16700\) of Part 2 of Division 7 of the Business and Professions Code](#), arising from purchases of goods, materials, or services by the Contractor for sale to the SDCOE under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any SDCOE facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of SDCOE, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify SDCOE of it. Contractor shall not be liable to SDCOE for SDCOE's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially

injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon SDCOE or Contractor with respect to any third person under any Environmental Laws.

- 8.15 Debarment and Suspension. Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.15.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcountry.ca.gov/cao/oia.html>;
 - 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
 - 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information in may be found at www.cosdcompliance.org.

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire SDCOE's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of SDCOE. Without such written approval, performance of services under this Agreement by associates or employees of SDCOE shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor

acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor; Confidential Information.

9.2.1 Contractor shall inform SDCOE of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of SDCOE.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not disclose, use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, or employees thereof, shall not directly or indirectly offer gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of SDCOE.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by Contractor.

9.3 Prohibited Agreements. As required by [Section 67 of the San Diego County Administrative Code](#), Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by SDCOE or of public agencies for which the SDCOE is the governing body;

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with SDCOE to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing SDCOE agreement. It is further agreed, however, that SDCOE will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. SDCOE shall not be liable for, and Contractor shall defend and indemnify SDCOE and the County and the employees and agents (collectively "SDCOE Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of SDCOE Parties. Contractor shall have no

obligation, however, to defend or indemnify SDCOE Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of SDCOE Parties.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the Agreement Term, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11

AUDIT AND INSPECTION OF RECORDS

SDCOE and County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, state, SDCOE and County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as SDCOE and County may deem necessary, Contractor shall make available to SDCOE, county, state or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SDCOE, county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SDCOE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SDCOE shall have the right to (1) require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SDCOE shall have the right to either (1) by Agreement or *to* otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to SDCOE that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Program Business Specialist or his representatives who are employees of the SDCOE or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- 11.2 External Audits. Contractors will provide the following to their SDCOE Program Business Specialist:
- 11.2.1 Program Business Specialist shall be advised of all pending audits by federal or state representatives regarding contracted services identified in this Agreement within seventy-two (72) hours or the Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide SDCOE Program Business Specialist with a copy of the draft and final state or federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 Contractor shall provide SDCOE Program Business Specialist a copy of the contractor's response to the draft and final state or federal audit reports at the same time as response provided to the state or federal representatives.
 - 11.2.4 Contractor shall provide SDCOE Program Business Specialist a copy of the state or federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the state or federal auditors have accepted and closed the audit.

- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the SDCOE or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of seven (7) years from the date of final payment under this Agreement, or as provided in sections 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of seven (7) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. SDCOE shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder, altered as necessary for proper identification of the Contracting parties and the Contracting officer under SDCOE's prime Agreement..

ARTICLE 12 **INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by SDCOE at all times during the Agreement Term. Contractor shall cooperate with any inspector assigned by SDCOE to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. SDCOE shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, SDCOE may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost to SDCOE, and SDCOE may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, SDCOE shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by SDCOE. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, SDCOE shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by SDCOE that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13 **USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which SDCOE requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of SDCOE.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of SDCOE. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of SDCOE. SDCOE shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

- 13.3 Confidentiality. SDCOE and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or Federal law or regulation and pursuant to this Section 13.3, SDCOE and Contractor agree to only disclose confidential records where the holder of the privilege, whether the SDCOE, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that SDCOE not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, SDCOE will comply with Contractor's demand if Contractor identifies those records and the applicable exceptions(s) or exemption(s), in writing, within five (5) business days from receipt of SDCOE's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, SDCOE may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the SDCOE Parties (as defined in Section 10.1) for records that SDCOE withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the SDCOE or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, state or federal laws or regulations. Similarly, SDCOE or its agent or designee may take possession of the record(s) where legally authorized to do so.

SDCOE may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A - Statement of Work. SDCOE, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

- 13.4 Maintenance of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of seven (7) years from the ending date of this Agreement unless SDCOE agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to SDCOE within 48-hours of the request.
- 13.5 Custody of Records. SDCOE, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as SDCOE may deem necessary. SDCOE agrees that such custody will conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by SDCOE in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of its agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes [Single Audit Act Amendments, Public Law 104-156](#), and [OMB Circular A-133](#) and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement Contractor enters into with an audit firm to provide access by SDCOE and State, and Federal Government to the working papers of the independent auditor who prepares the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with [OMB Circular A-133](#), and the management letter to SDCOE fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by SDCOE. The timely submission of these reports is a necessary and material provision of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to SDCOE within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.7.1 Contractor shall provide written progress reports detailing the status of all funded activities and/or services from the effective date of this Agreement. Quarterly progress reports must be received and will be reviewed before payment of quarterly invoices is made to the Contractor.

13.8 Evaluation Requirements. Contractor shall participate as requested by the Commission in program evaluation activities and/or research studies designed to show the effectiveness and/or efficiency of contractor services and to demonstrate the impact of SDCOE projects. Contractor shall work with and coordinate program evaluation with SDCOE staff so that Contractor's data collection and reports will be in compliance with local and state reporting requirements. Contractor shall collect and report data, using the tools and protocols identified by the SDCOE. Contractor shall cooperate with SDCOE staff and Evaluation Consultant in the development of an evaluation framework and implementation plan that supports SDCOE's Strategic Plan and its overall goals. Contractor shall abide by all evaluation expectations and requirements as noted elsewhere in this Agreement, as well as in any SDCOE administrative documents relating specifically to evaluation.

13.8.1 Informed Consent. Contractor shall obtain informed consent in accordance with the process and per the requirements defined by the SDCOE for this Project noted in the Statement of Work (**Section 7**). Contractor shall be required to retain a signed copy of the consent form or documentation of verbal consent in such manner that consent can be verified.

13.8.2 Confidentiality. Contractor and SDCOE shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recording. Records shall be handled and maintained in accordance with all applicable state and federal statutes and regulations relating to privacy and confidentiality, as well as with the SDCOE policies and Section 13.3.

ARTICLE 14 **RESERVED**

ARTICLE 15 **DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the Commission's ability to refuse to pay for services rendered if Commission disputes the medical necessity of care.

ARTICLE 16 **GENERAL PROVISIONS**

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Commission, Commission's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of SDCOE, pursuant to Paragraph 1.4.

16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from SDCOE, are superseded.

16.3 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

16.4 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.5 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a State court in the County of San Diego, State of California.

- 16.6 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.7 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.10 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, or by e-mail as the case may be, to the SDCOE and Contractor's Representative identified on the Signature Page.
- 16.11 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.12 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 Time. Time is of the essence of each provision of this Agreement.
- 16.14 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of SDCOE and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.17 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify First 5 Commission of San Diego County or First 5 San Diego as the funding source for contracted programs identified in this Agreement. All publicity materials shall comply with the standards provided in the Commission's Public Outreach Program Graphics Reproductions Standards. Copies of all publicity materials related to Contracted programs identified in this Agreement shall be submitted to and approved by Commission's Community Engagement Section for approval before publication or release. Contractor shall advise Commission at least 48 hours in advance of all locally generated press releases and media events regarding contracted programs identified in this Agreement.
- 16.18 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threats of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use. Contractor shall report all such incidents to SDCOE within one work day of their occurrence.

16.19 Responsiveness to Community Concerns. Contractor shall notify SDCOE within forty eight (48) hours of receipt of any material complaints including, but not limited to, complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's services or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.20 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of Contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with SDCOE and are required for any contractor staff or volunteer assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any SDCOE client, or direct access to, or control over, bank accounts or accounts with financial institutions of any SDCOE client.

16.20.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.20.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).

16.20.2 Contractor shall either utilize a subsequent arrest notification service during employees' or volunteers' tenures or perform criminal history annually.

16.20.3 Contractor shall keep the documentation of its review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.20.4 Definitions

A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

B. Minor: Individuals under the age of eighteen (18) years old.

C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the Commission clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a Commission client or direct access to, or control over client bank accounts, or serve in a financial capacity to the Commission client.

D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity which may put them at risk of abuse during service provision because it renders them unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.21 Notification of Key Personnel Changes. Contractor shall notify the SDCOE (or designee) in writing within 72 hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Contractor shall also notify SDCOE (or designee) in writing within 72 hours of when a subcontractor is changed. Upon reasonable cause, SDCOE shall have the right to reject any change in key personnel or a new subcontractor (direct services or management staff), funded under this Agreement.

16.22 Coordinated Services.

16.22.1 Contractor shall coordinate services with other First 5 funded programs and initiatives.

- 16.22.2 Contractor shall ask any client, if the client or any minor(s) for whom they are responsible, have health insurance coverage. If the response is “no” for client or minor(s), the Contractor shall refer the client to covered California at <https://www.coveredca.com> or call 1-800-300-1506.
- 16.23 Equipment Retention. Contractor shall be entitled to retain ownership of any equipment or computers identified in the approved budget in Exhibit C at the end of the Agreement Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than \$5,000 for a single item.

**San Diego County Superintendent of Schools
 Agreement with National School District
 For Embedded Coaching Services
 Exhibit C: Fiscal Responsibility and Timeline**

Fiscal Invoice Timeline with Deliverables

<p>Invoicing is to be submitted quarterly. Each invoice will be for 25% of total allocated monies for the embedded coach contract.</p> <p>Qtr 1: September 30 Qtr 2: December 31 Qtr 3: March 31 Qtr 4: May 31</p>	<p>Evidence to be included each quarter with appropriate coversheet and signatures. See attachment 1, 2, 3, 4.</p>
<p>Quarter 1 Invoice</p>	<ul style="list-style-type: none"> -Internal Job Description for staff member hired for “EESP” position -Resume of staff member hired for “EESP” Position -QPI annual work calendar -Assigned work day hours -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (If new to embedded coach position or due for reliability) -Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers -Monthly calendar of all QPI related meeting dates (reflecting coaching cycles, meetings, and planning time) -Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)
<p>Quarter 2 Invoice</p>	<ul style="list-style-type: none"> -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (If applicable) -Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers -Monthly calendar of all QPI related meeting dates (reflecting coaching cycles, meetings, and planning time) -Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)
<p>Quarter 3 Invoice</p>	<ul style="list-style-type: none"> -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (If returning to embedded coach position or due for reliability) -Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers -Monthly calendar of all QPI related meeting dates (reflecting coaching cycles, meetings, and planning time) -Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)
<p>Quarter 4 Invoice</p>	<ul style="list-style-type: none"> -Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (If returning to embedded coach position or due for reliability) -Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers

	<ul style="list-style-type: none">-Monthly calendar of all QPI related meeting dates (reflecting coaching cycles, meetings, and planning time)-Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)-Stipend Verification Form with signatures-Statement of Perjury with signatures for stipend disbursement release
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**San Diego County Superintendent of Schools
 Agreement with National School District
 For Embedded Coaching Services
 Exhibit C: Fiscal Responsibility and Timeline
 Attachment 1: Quarter 1 Invoice Coversheet**

Quarter 1 Invoice Coversheet

Evidence Needed	Supervisor Initial
Internal Job Description for staff member hired for "EESP" position	
Resume of staff member hired for "EESP" position	
QPI annual work calendar	
Assigned work day hours	
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (If new to embedded coach position or due for renewal reliability)	
Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers	
Monthly calendar of all QPI-related meeting dates (reflecting coaching cycles, meetings, and planning time)	
Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

 (Signature)

 (Date)

Mail to:
 San Diego County Superintendent of Schools
 Melissa Nguyen, Program Business Specialist III
 6401 Linda Vista Road, Room 315
 San Diego, CA 92111

**San Diego County Superintendent of Schools
 Agreement with National School District
 For Embedded Coaching Services
 Exhibit C: Fiscal Responsibility and Timeline
 Attachment 2: Quarter 2 Invoice Coversheet**

Quarter 2 Invoice Coversheet

Evidence Needed	Supervisor Initial
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if returning to embedded coach position or due for renewal reliability)	
Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers	
Monthly calendar of all QPI-related meeting dates (reflecting coaching cycles, meetings, and planning time)	
Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

 (Signature)

 (Date)

Mail to:
 San Diego County Superintendent of Schools
 Melissa Nguyen, Program Business Specialist III
 6401 Linda Vista Road, Room 315
 San Diego, CA 92111

**San Diego County Superintendent of Schools
 Agreement with National School District
 For Embedded Coaching Services
 Exhibit C: Fiscal Responsibility and Timeline
 Attachment 3: Quarter 3 Invoice Coversheet**

Quarter 3 Invoice Coversheet

Evidence Needed	Supervisor Initial
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if returning to embedded coach position or due for renewal reliability)	
Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers	
Monthly calendar of all QPI-related meeting dates (reflecting coaching cycles, meetings, and planning time)	
Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

 (Signature)

 (Date)

Mail to:
 San Diego County Superintendent of Schools
 Melissa Nguyen, Program Business Specialist III
 6401 Linda Vista Road, Room 315
 San Diego, CA 92111

**San Diego County Superintendent of Schools
 Agreement with National School District
 For Embedded Coaching Services
 Exhibit C: Fiscal Responsibility and Timeline
 Attachment 4: Quarter 4 Invoice Coversheet**

Quarter 4 Invoice Coversheet

Evidence Needed	Supervisor Initial
Evidence of results of ECERS calibration and CLASS reliability with qualifying reliability percent (if returning to embedded coach position or due for renewal reliability)	
Examples of Coaching Logs following required template, aligning to calendar and QIPs of Lead Teachers	
Monthly calendar of all QPI-related meeting dates (reflecting coaching cycles, meetings, and planning time)	
Example of required coaching session planning template being utilized (attach all documentation that shows a fully completed planning template)	
Stipend Verification Form with signatures	
Statement of Perjury with signatures for stipend disbursement release	

Initials and Signature on this form indicates that all documentation is true and accurate and has been verified.

(Signature)

(Date)

Mail to:
 San Diego County Superintendent of Schools
 Melissa Nguyen, Program Business Specialist III
 6401 Linda Vista Road, Room 315
 San Diego, CA 92111

Agenda Item: **14.B. Adopt the Job Description for an Early Education Support Provider.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The District receives funds for the Quality Preschool Initiative (QPI) through the San Diego County Office of Education to provide preschool education to students who do not qualify for Head Start or State Preschool. In the past, the QPI has provided a coach to provide support to our preschool teachers in this program. This year the District is considering entering into an agreement with SDCOE/QPI in which they would provide funds to hire an embedded coach who would be an employee of the District.

Comments: The District has developed a job description for this position. It would be a Classified Supervisory position placed on Range 47 of the Supervisory Salary Schedule.

Recommended Motion: Adopt job description

Attachments:
Job Description

NATIONAL SCHOOL DISTRICT
JOB DESCRIPTION

JOB TITLE: EARLY CHILDHOOD SUPPORT PROVIDER

Job Purpose Statement/s:

Under general supervision, provides coaching, training and support for preschool instructional staff to ensure a high quality early education learning environment which meets the needs of those working with young children.

Essential Job Functions:

- Coaches preschool instructional staff to support successful implementation of Quality Criteria/Services as required by Quality Preschool Initiative (QPI).
- Collaborates with Early Childhood Programs Director and designated staff to implement group and individual Professional Development.
- Collaborates with the County Office Quality Preschool Initiative (QPI) staff to ensure successful QPI implementation.
- Plans and implements PLC's and workshops based on early learning and development, inclusion, family engagement and kindergarten transition, data trends, and program needs.
- Assists with the analysis of outcome data (formative assessment, i.e. DRDP, CLASS, ASQ-3) to focus on the developmental needs for individual students.
- Provides preschool instructional staff with instructional and teacher-child interactions in: Use of classroom data, such as, DRDP trends, ASQ results, classroom assessments and provided by the Local Evaluator (LE); targeted focus on children with special needs; targeted focus on Dual Language Learners.
- Coaches and supports staff on a one-to one basis to assist preschool instructional staff with meeting their professional development goals.
- Prepares and presents training in Early Education Environment and Curriculum topics to program participants in individual and group setting using materials from the California Preschool Learning Foundation or other available resources.
- Coaches preschool instructional staff in providing an age-appropriate and linguistically appropriate focus on children's outcomes in language, literacy, and early math skills development.

- Coaches preschool classroom staff with lesson design which integrate the California Preschool Learning Foundations, The California Preschool Curriculum Framework and the California Preschool English Learners Guide.
- Provides required documentation for identified agencies.
- Facilitation of and/or participation in applicable District committees.
- Attend and participate in District 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

Experience Required: At least three (3) years of successful teaching and instructional leadership experience. Bilingual English/Spanish is desirable.

Knowledge and/or Abilities Required:

Knowledge of:

Current preschool-K research based instructional practices and strategies; Preschool curriculum, standards and frameworks; English Language Development; lesson design and effective coaching strategies; adult learning theory; appropriate Regulations, Education Code and Board Policy.

Abilities:

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

Education Required: Bachelors Degree in an appropriate educational field; Masters Degree preferred.

Licenses, Certifications, Bonding and/or Testing Required:

Possession of or eligibility for any one of the following:

- Child Development Teacher Permit
- Child Development Master Teacher Permit
- Child Development Site Supervisor Permit
- Child Development Program Director Permit

Valid California Driver’s License
DOJ Fingerprint Clearance

Supervisory Salary Schedule, Range 47

Agenda Item: **14.C. Approve Contract #CT3327 with Mario Chacon for completion of a Community Mural Project at Lincoln Acres School.**

Speaker: Paula Jameson Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: During the 2015-16 school year, Lincoln Acres held several focus groups in an effort to make a decision as to how to proceed with the grant received from the Merrill Lynch Foundation in October of 2012. Great measures have been taken to seek the input of all stakeholders. Upon completion of the focus groups, and in receiving the input of teachers and staff, it has been overwhelmingly agreed upon that a Community Mural Project is how Lincoln Acres would like to use the funding.

Comments: The power of a mural lies in its persistent message to the viewer. This project entails the creation of a mural design illustrating the potential successful educational journey of Lincoln Acres students. A pathway to success will be created depicting all of the support mechanisms required for students to succeed. From positive teacher/student interactions, to constructive parental involvement, to peer support and mentor relationships. Children will traverse a path from their elementary years onto the universities. At the end of the pathway the entire community will be shown graduating and celebrating their achievements. Interspersed throughout the mural will be floating black and white images of Lincoln Acres past as a reminder of where the children come from and the home town that nurtured them.

Mario Chacon is a San Diego based visual artist with several local murals to his credit: The mural at UMOJA Charter School, five murals at Southwest Middle School, the COM22 Housing Development murals, and the Professional Maintenance Systems murals in San Diego.

Recommended Motion: Approve Contract

Financial Impact: \$12,000
One time cost
Gift Funds

Attachments:
CT3327

Independent Contractor Agreement National School District

01-00-0100-816-110-1000-5800-100-600

Fund	Res	Goal	Function	Object	School
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Contract No. 3327

This agreement is hereby entered into between **National School District**, 1500 N Avenue, National City, California, 91950-4827, hereinafter referred to as "District," and

<u>Mario Chacon`</u>	<u>548-94-1002</u>	<u>2119 National Avenue</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>California</u>	<u>92113</u>
City	State	Zip Code

hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

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

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

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twelve Thousand Dollars (\$ 12,000.00). District shall pay Contractor according to the following terms and conditions:

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

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
(For additional explanation of expense reimbursement terms, attach Exhibit C which then will be incorporated here in full by this reference.)
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

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

8. Confidentiality and Use of Information.
 - (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to

District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or

corporation employed by the Contractor; either directly or by independent contact, 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 uncopied matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
National City, CA 91950

For Contractor:

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 25th day of August, 2016.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Mario Chacon

Typed Name

Asst. Supt., Business Services

Title

548-94-1002

Social Security or Taxpayer I. D. No.

Board Approval Date: August 24, 2016

(619)733-0980

(Area Code) Telephone Number

Agenda Item: **14.D. Approve MOU with South Bay Community Services for the Prevention Early Intervention Grant.**

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

Quick Summary / Abstract: The National School District has been awarded a grant to provide prevention and early intervention mental health services to foster resiliency and wellness in children and their families. The contract term is for the upcoming year with five (1) year option periods until June 2021. The primary target population is preschool through third grade that have 75% or more of the school population eligible for Free/Reduced Price Meals.

This grant will target:

1. Families under-served and living in high-risk communities of poverty, illiteracy, limited education, homelessness
2. Families that are single parent households, monolingual, with Spanish being their primary language
3. Children who are at risk for developing social and emotional problems that may include depression, anxiety, and behavioral disorders.
4. Children exposed to trauma, violence and substance abuse.

There are two distinct components to the grant. First, there are school-based services, which include two full-time social workers. The social workers will provide evidence-based social-emotional mental health prevention and early intervention services students in PreK through grade three at Lincoln Acres and Central schools. A three tiered approach will include in class social skills and problem solving curriculum led by the social workers, family and student based group therapy services, and 1:1 therapy after school for those students who need more intensive services.

The second component is a Family/Community Based Partnership focusing on resiliency and providing intervention to the families of the children at the schools. There will be one full time Community Outreach Specialist (Promotora) who will focus on family wellness, strengthening resilience; reducing disparities in accessing mental health services, reducing stigma and discrimination, and helping families make connections with the schools and other services/supports in the community.

Comments: Central Elementary and Lincoln Acres Elementary School will be the recipient schools of the grant commencing for the 2016-17 academic year. These schools were selected due to the make-up of the student populations.

As Director of Student Support Services, Meghann O'Connor will oversee the implementation of the grant services. This grant aligns to the Local Control Accountability Plan goals, and the National School District Strategic Plan.

There is no fiscal impact to the District. South Bay Community Services is the fiscal agent for the grant.

Recommended Motion: Approve MOU

Attachments: MOU



This represents an agreement between **South Bay Community Services (SBCS)** and **National School District (NSD)**. SBCS and NSD intend to work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3rd grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego. To this end, each agency agrees to participate by coordinating/providing the following services:

South Bay Community Services agrees to provide:

- Act as lead agency for administration, fiscal management, and quality assurance of the project.
- Operate the social-emotional evidence-based early intervention program (Incredible Years) including the hiring, training, and supervision of program staff.
- Provide services to families using the Promotora model that includes prevention, community education and outreach.
- Services can only be provided on school campuses designated in SBCS' county contract.
- Incredible Years curriculum will be provided in classrooms as well as in small group settings with identified students and parents.
- Oversee data gathering and reporting.
- Provide access to non-confidential SBCS facility sites for the purpose of providing services to clients.
- Provide and share information with NSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
- Participate in school and/or district meetings as required or needed.
- Facilitate as needed in-service trainings for district staff that assist schools in understanding the target population.
- Provide outreach activities at school sites as needed.
- Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

National School District agrees to provide:

- Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on county contracted school campuses on a year-round basis to students and their families.
- Implement a screening tool, selected by SBCS, to all PreK through 3rd grade students at identified schools.
- Refer appropriate students and parents to the program.
- Allow SBCS staff to provide services in-class as needed.
- Complete student evaluations/surveys as requested by SBCS.
- Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
- Participate in SBCS meetings as needed.
- Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

This agreement is effective from July 1, 2016 through June 30, 2017, and for up to 4 option years through June 30, 2021. The agreement will be automatically renewed each year unless terminated sooner. This agreement terminates when County of San Diego Health & Human Services Agency funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

South Bay Community Services

National School District

Kathryn Lembo, President/CEO

George Cameron, Ed.D., Interim Superintendent

Date: _____

Date: _____

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

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

Quick Summary / Abstract: 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. To this end, at the Governing Board meeting of August 10, 2016, Paula Jameson-Whitney presented the first part of a two part program evaluation. The program included:

- A review of District Priorities from 2015-2016
- An overview of 2015-2016 California Assessment of Student Performance and Progress (CAASPP) data
- Identified areas of success and next steps

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

- Provide a deeper analysis of the CAASPP, including cohort data and areas of excellence and need
- Provide Statewide comparison data if available
- Cover the implementation of District Plan (Strategic Plan and Local Control Accountability Plan)
- Present 2016-2017 strategic actions

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve the negotiated agreement between California School Employees Association (CSEA), Chapter 206, and the Governing Board of the National School District for the 2015-2016 and 2016-2017 school years.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The District and CSEA, Chapter 206, reached a three-year Successor Agreement for the 2015-2016, 2016-2017 and 2017-2018 school years in December 2015. Pursuant to that Agreement the parties met to negotiate an additional salary increase for the 2015-2016 school year since the District had reached an agreement for a higher salary with the certificated employees. In addition, the District and CSEA had agreed to reopeners for the 2016-2017 school year for salary, health and welfare and one article of each party's choice.

Comments: As a result of this tentative agreement the District agreed to an additional 2.18% on schedule salary increase retroactive to July 1, 2015. For the 2016-2017 school year both parties agreed not to open an additional article. There will be a 1.75% on schedule salary increase effective July 1, 2016 and effective January 1, 2017, the maximum District contribution per eligible employee for Health and Welfare benefits will be \$12,300.

The CSEA membership approved ratification of this tentative agreement on August 11, 2016.

Recommended Motion: Approve the negotiated agreement between California School Employees Association (CSEA), Chapter 206, and the Governing Board of the National School District for the 2015-2016 and 2016-2017 school years.

Financial Impact: Approximately \$273,943
Annual Cost
General Fund

Attachments:
CSEA Tentative Agreement

**Tentative Agreement
Between
National School District
and
California School Employees Association
and its National Chapter #206**

August 2, 2016

2015-2016 School Year

Article 10: Pay and Allowances

- 10.1 2.18% increase on the salary schedule retroactive to July 1, 2015.
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.

2016-2017 School Year

Article 10: Pay and Allowances

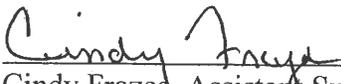
- 10.1 1.75% increase on the salary schedule retroactive to July 1, 2016.
Note: Any retroactive payment by the District under this provision will be paid as the current payroll system under the San Diego County Office of Education will allow.

Article 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.

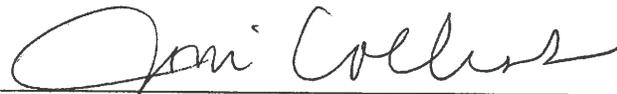
This resolves all negotiations and the parties agree that they will not seek to reopen any other Articles for the 2016-2017 Reopener negotiations.

ON BEHALF OF DISTRICT


Cindy Frazee, Assistant Superintendent,
Human Resources

ON BEHALF OF CSEA, CHAPTER 206


Mona Ribada, CSEA Chapter #206
President


Joni Collins, CSEA Labor Relations
Representative

Governing Board Approval Date: _____

Agenda Item: **15.B. Approve Contract #CT3311 with PeopleAdmin to provide Human Resources online product solutions.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The Human Resources Department has been investigating ways of streamlining the department's functions and reducing the amount of paperwork needed to be handled and stored. The storage of current and archived personnel files has been an ongoing concern for the District.

Comments: At the June 8, 2016 Governing Board Meeting, staff recommended approval of a contract to transition to a paperless personnel filing system in an effort to reduce our current paper laden process of managing personnel files. At that meeting, the Governing Board addressed several issues, including competing products such as Questys. Staff subsequently investigated competing systems as suggested by the Board and found PeopleAdmin would better meet our needs for the following reasons:

- PeopleAdmin has a proven track record with several school districts including Coronado, San Ysidro, Del Mar, Valley Center, Fallbrook and the San Diego County Office of Education
- PeopleAdmin was specifically designed to support school district personnel with recruitment, applicant tracking, onboarding and dynamic records management
- Current users of PeopleAdmin report ease of use, time effectiveness and responsive support from the system provider.

PeopleAdmin has a suite of online product solutions offered through their division of TalentEd. The three solutions are called SchoolSpring, Recruit and Hire, and Records. Essentially, the combination of these solutions would allow us to effectively recruit, hire and maintain personnel files with a significant reduction of paperwork. Applicants would upload documents to apply and if they were hired the employment packet would be uploaded as well. This would create an online personnel file. It would greatly reduce the storage necessary for personnel files in the future. Employees could access the unrestricted components of their personnel file at any time. This online personnel files system would start with new employees. Current personnel files would be scanned by the department with the goal of having all personnel files paperless within two to three years. Current archived personnel files would continue to be part of the Questys scanning project.

The timeline for implementation would be to train the Human Resources team in October, 2016 and begin implementation in January, 2017. This timeline is being adopted to allow the HR team to complete the implementation of PeopleSoft through San Diego County Office of Education.

Recommended Motion: Approve Contract

Financial Impact: Annual cost - \$19,000
One time training costs - \$5,600
General Fund

Attachments:
CT3311

Customer Name			
Street Address	City	State	Zip

This Master Services Agreement ("Agreement") is made and entered into on this _____ day of _____, 201_ ("Effective Date"), by and between PeopleAdmin, Inc. ("Company") a Delaware corporation, and Customer (as identified above). PeopleAdmin offers access to its system which assists Customer in automating certain human resources administrative tasks (the "System"). The PeopleAdmin Systems is offered as a software as a service (SaaS) which is centrally hosted by PeopleAdmin and accessed by the Customer remotely via the web.

1. **Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to the System modules listed on any applicable Order Form (SaaS Services), along with associated Support (Support Services) and (ii) perform any professional services, including, but not limited to, implementation, training and other consulting services (Professional Services), listed on any applicable Order Form(s) and described in any attached Statement of Work ("SOW"). SaaS Services and Professional Services are referred to herein as the "Services". Customer authorizes Company to provide the Services and agrees to pay the associated fees as set forth in the attached Exhibits and additional Exhibits or SOWs as the parties may agree to from time to time.

a. **SAAS Subscriptions.** Company will provide to Customer access to the System modules listed on any Order Form(s) for the Subscription term indicated therein. Access to the SaaS Services is limited to the version of the System in Company's production environment. Company regularly updates the SaaS Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the SaaS Service via the Internet by use of a Company-approved Customer -provided browser. The Service will be hosted on a server that is maintained by Company or its designated third party supplier or data center.

2. **Affiliates.** "Affiliate" means any entity including, but not limited to, a corporation, company, partnership, LLC/LP or joint venture that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with a party. Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, regardless of percentage, by contract or otherwise.

a. Affiliates of either party may execute and Order Form and/or enter into a SOW under this Agreement. The contracting Affiliate assumes the rights, privileges, protections and responsibilities of the original contracting party under this Agreement with respect to the applicable SOW. The contracting Affiliate, and not the original contracting party, will be solely liable for its obligations (including payment) and liability of any name or nature under the Order Form or SOW. A party will assert any claim arising out of or related to the Order Form or SOW (including, but not limited to, execution, inducement to enter into, performance, non-performance, or breach) only against the contracting Affiliate.

3. **Term and Termination.** This Agreement shall be effective for the period of time indicated on the applicable Order Form ("Initial Term") and shall automatically renew for successive one year terms ("Renewal Terms") at the fee then in effect for the option selected by the Customer, unless terminated as set forth herein. The Effective Date for the Initial Term is upon Company's notification to Customer of completion of the implementation of the SaaS Subscription set forth on the Order Form. Either party may terminate this Agreement, for any reason, with at least forty-five (45) days' prior written notice to the other party, with such termination to be effective at the end of the Initial Term or any Renewal Term as applicable.

4. **Billing and Payment.** Fees are due to Company no later than 30 days following the date of execution of the Order Form. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law. If Customer fails to make timely payments of any undisputed fees, Customer shall be in material breach of the Agreement. In the event of such payment breach, Company will be entitled to suspend any or all Services upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality not otherwise set forth in the Agreement. PeopleAdmin will submit an invoice for the subsequent term's Service Fee, plus the applicable annual fee increase, to Customer at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. If an undisputed amount owed by Customer for the Initial Term, or any subsequent Renewal Terms becomes more than sixty (60) days past due, Customer's access to the PeopleAdmin System may be interrupted until payment is received.

a. **Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on Company's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send Company a copy of its tax-exempt certificate upon execution of this Agreement. Customer agrees to indemnify Company from any liability or expense incurred by Company as a result of Customer's failure or delay in paying taxes due.

5. **Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Company computer equipment or program;. If Company has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose Company may suspend the Services immediately with or without notice to Customer. Company may terminate the Agreement as contemplated in Section 3 if Customer fails to adhere to the foregoing acceptable use standards.

a. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the SaaS Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Services.

b. **No Liability for Customer Procedures.** Company carries out procedures specified solely by Customer, and Company expressly denies all liability for Company's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by Company, and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or

advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, PeopleAdmin reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data.

c. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. PeopleAdmin will maintain Customer's passwords as confidential and will not disclose them to third parties.

6. **Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the services policies referenced in the applicable SOW or Order Form.

COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT PEOPLEADMIN WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PEOPLEADMIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNITY OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO PEOPLEADMIN BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS.

8. **Confidential Information.** "Confidential Information" means any proprietary or confidential information that at the time of disclosure is marked as "proprietary" or "confidential," is reasonably identifiable as the disclosing party's proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer's job applicant information, personnel data, and hiring criteria, Customer's and Company's forms, Company's software used to provide the System, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the

other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.

a. **Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

9. **Customer Responsibility.** Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications. Customer is not permitted to resell the Services. Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs. Customer is responsible for establishing designated points of contact to interface with PeopleAdmin.

10. **Rights Granted.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, personal, non-transferable right to access the Services during the Term of this Agreement solely for internal use. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of PeopleAdmin System or Intellectual Property or otherwise use the Services for any purpose other than as specifically provided in this Agreement, (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the System in whole or in part, for competitive purposes or otherwise, (iii) allow access to, provide, divulge or make available the System to any user other than those who have licenses to access; (iv) write or develop any derivative works based upon the System; (v) modify, adapt, translate or otherwise make any changes to the System or any part thereof; (vi) use the System to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the System-or (viii) remove from the System identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Intellectual Property or the PeopleAdmin System, other than those specified in this Agreement. Customer grants Company a limited license to use Customer's transactional and performance data related to Customer's use of the Services (e.g., statistical information about the number of job applications

processed) solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing and analytical purposes, provided that PeopleAdmin does not reveal Customer's job applicant information, personnel data, or hiring criteria.

11. **Customer Data.** All data is owned by Customer and is to be strictly held as confidential. PeopleAdmin will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion per section 10. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to PeopleAdmin. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Company and all copyrights and other rights are hereby assigned to Company.

12. **General Provisions.**

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon PeopleAdmin or effective for any purpose, unless accepted by PeopleAdmin in writing

b. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

c. **Independent Contractor.** The relationship of Company and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish Company as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.

d. Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either **PeopleAdmin, Inc.:**

Company Signature

Name: _____

Title: _____

Date: _____

party without the prior express written consent of the other, which shall not be unreasonably withheld and for which no additional consideration shall be necessary; provided, however, that either party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any purported assignment in violation of this section shall be void. Subject to this section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and permitted assigns.

e. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. **Waiver.** No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14. **Force Majeure.** Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

15. **Governing Law.** This Agreement shall be governed by and construed in according with the laws of the State of Texas without regard to its conflict of laws principles. All actions, suits, or legal proceedings arising out of or related to this Agreement will be brought only in the federal or state courts located in Travis County, Texas and the parties consent to the exclusive jurisdiction of such courts.

16. **Entire Agreement.** This Agreement, including any executed SOWs or Order Forms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes any and all previous written and oral agreements, negotiations, and communications relating to its subject matter. This Agreement and any SOWs may only be modified or amended in a writing signed by both parties.

Customer:

Customer Signature

Name: _____

Title: _____

Date: _____

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Presentation regarding the National School District Facilities Master Plan.**

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. During the meeting, the District highlighted the projects that were completed in Phase I of the Measure N projects, which addressed fire and life safety issues. These included such priorities as air conditioning at eight schools, electrical upgrades, installation of new fire alarm systems 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 voters in November 2014 did not address priorities in Phases II through IV, nor any other potential priorities in the Long Range Facility Master Plan.

On August 10, 2016, the Governing Board approved a resolution calling for a \$30 million bond measure to be placed on the ballot for the general election to be held on November 8, 2016. The purpose of this bond measure is to begin to address the remaining facility priorities of the District.

Comments: With a new bond measure on the ballot in November, the District must reassess project prioritization as circumstances may have changed since the 2014 Long Range Facility Master Plan. The purpose of this presentation is to discuss how this plan update would be done.

Agenda Item: **16.B. Presentation regarding the National School District Citizens Bond Oversight Committee.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On November 4, 2014, the voters of the National School District overwhelmingly approved Measure N. Measure N, a \$26,100,000 Proposition 39 General Obligation Bond, requires the establishment of a Citizens' Bond Oversight Committee (CBOC).

The purpose of the CBOC is to:

1. Review bond expenditures
2. Inform the public concerning District expenditures of bond funds
3. To provide the public and Governing Board an annual report on the status of bond funds and projects
4. To ensure an independent audit and performance audit are performed annually to ensure bond fund are spent only on voter approved projects

The Governing Board approved the following members of the CBOC:

1. David Pairis, Business Organization Member
2. Rosalie Alvarado, Senior Citizens' Organization Representative
3. Santiago Ruiz, Taxpayers Organization Representative
4. Guadalupe Rojas, Parent/Guardian Representative
5. Carolina Howard, Parent-Teacher Representative
6. Manuela Ramirez, At-large Representative
7. Anne Campbell, At-large Representative

Comments: The CBOC meets quarterly, but has not had a quorum for the meetings in March, June, and a special meeting in June. Recently, we have received resignations from Rosalie Alvarado, Carolina Howard, and Manuela Ramirez. As a result, we must fill these important positions quickly. The purpose of this presentation and discussion is to provide the Governing Board information on filling these vacant positions.

Agenda Item: **17. BOARD WORKSHOP**

Quick Summary /
Abstract: None

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

Agenda Item: **19. ADJOURNMENT**