



# Governing Board Agenda

**October 12, 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**

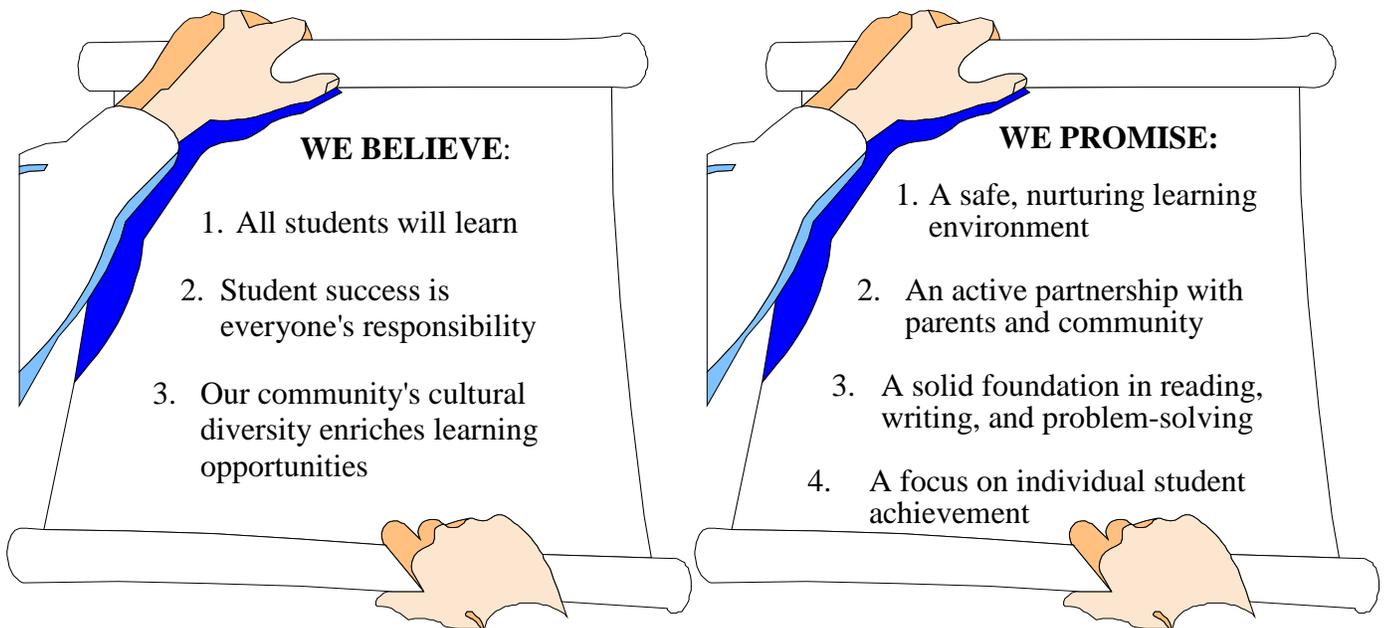
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

### **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, October 12, 2016

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

### **AGENDA**

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

**This meeting may be recorded**

**NATIONAL SCHOOL DISTRICT**

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

*Creating Successful Learners... Now*

October 12, 2016

**1. CALL TO ORDER**

**2. PUBLIC COMMUNICATIONS**

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

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION – 4:30 P.M.**

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
Case #14-3608  
Case #14-6455

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

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

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

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

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

**7. PLEDGE OF ALLEGIANCE**

**8. ROLL CALL**

October 12, 2016

## 9. PRESENTATIONS

- 9.A.** Recognize Dolores Mujica, Special Education Instructional Assistant, Ira Harbison School, as National School District Employee of the Month for October 2016. Elena De La Rosa, Principal, Ira Harbison School
- 9.B.** Introduce and welcome the new employees. Cindy Frazee, Assistant Superintendent, Human Resources

## 10. PUBLIC COMMUNICATIONS

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

## 11. AGENDA

- 11.A.** Approve agenda. Leighangela Brady, Superintendent

## 12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

### 12.A. Minutes

**12.A.I.** Approve the minutes of the Regular Board Meeting held on September 14, 2016. Leighangela Brady, Superintendent

**12.A.II.** Approve the minutes of the Special Board Meeting held on September 20, 2016. Leighangela Brady, Superintendent

### 12.B. Administration

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

### 12.C. Human Resources

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

October 12, 2016

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

Cindy Frazee, Assistant  
Superintendent, Human  
Resources

**12.D.** Educational Services

**12.D.I.** Adopt Resolution #16-17.17 proclaiming October 24-28, 2016 as Red Ribbon Week in National School District.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**12.D.II.** Approve Consultant Contract #CT3332 with Soren Bennick Productions, Inc. to provide two anti-bullying assemblies for Palmer Way School students.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**12.E.** Business Services

**12.E.I.** Authorize the Assistant Superintendent of Business Services to advertise for Bid #16-17-164 for Accessible Walkway at Lincoln Acres Preschool Center.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

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

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**13.** GENERAL FUNCTIONS

**13.A.** Approve Letter to the CTA stating the Governing Board's Unconditional Commitment To Cease And Desist Challenged Action Pursuant To Government Code Section 54960.2(c)(2).

Brian Clapper, Board  
President

**14.** EDUCATIONAL SERVICES

**14.A.** Approve Consultant Contract #CT3336 with The Regents of the University of California on behalf of the University of California, San Diego to provide 18 hours of professional development for up to 15 Palmer Way School K-3 classroom teachers.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**14.B.** Approve contract #CT3337 with Follett for one full day of professional learning for the Library Media Specialists for beyond the basics training in Follett Destiny library management system.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

October 12, 2016

- |  |   |
|--|---|
| <b>14.C.</b> Approve Contract #CT3345 with A Tree of Knowledge Supplemental SES Service to offer tutoring services to eligible students in grades three through six at Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way and Rancho de la Nación Schools. | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| <b>14.D.</b> Approve Non-Public School Master Contract #CT3343 with Aseltine School to provide an educational program for special education students for the 2016-2017 school year.  | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| <b>14.E.</b> Approve Non-Public School Individual Service Agreements #CT3342 with Aseltine School to provide an educational program for special education students #3702087 & #3706612.  | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| <b>14.F.</b> Approve Consultant Contract #CT3344 with Patricia Smith to provide support with speech and language therapy services, staff support and assessment to identified students during the 2016-17 school year.   | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| <b>14.G.</b> Presentation on the progress of the National City Collaborative Re-Visioning.   | Paula Jameson-Whitney, Assistant Superintendent, Educational Services |
| <b>15.</b> HUMAN RESOURCES - None  | Cindy Frazee, Assistant Superintendent, Human Resources               |
| <b>16.</b> BUSINESS SERVICES   |   |
| <b>16.A.</b> Approve Change Order #1 with Kronos Painting, Incorporated for the Painting Project at El Toyon and Lincoln Acres Schools.  | Christopher Carson, Assistant Superintendent, Business Services       |
| <b>16.B.</b> Authorize renewal of contract #CT3179 with Diamond Jack Enterprises, Inc. for Fresh Fruits and Vegetables for the 2016-2017 school year.  | Christopher Carson, Assistant Superintendent, Business Services       |
| <b>16.C.</b> Discuss and authorize the Assistant Superintendent of Business Services to advertise for Bid #16-17-165 for Tree Trimming and Removal.  | Christopher Carson, Assistant Superintendent, Business Services       |

October 12, 2016

**16.D.** Accept the following gifts:

1. \$400.00 from Central School second grade teachers to Central School to be used for field trip transportation.
2. \$401.65 from Ira Harbison PTO to Ira Harbison School to be used for field trip transportation.
3. \$496.00 from Lifetouch to Ira Harbison School to be used for school and classroom supplies.
4. \$798.00 from Lifetouch to Las Palmas School to be used for student incentives.
5. \$571.00 from Lifetouch to Palmer Way School to be used for school sixth grade camp.
6. \$40.00 from United Cerebral Palsy Association to Ira Harbison School for school and classroom supplies.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17. BOARD WORKSHOP**

**17.A.** Board Workshop and discussion of fundraiser protocols.

Leighangela Brady,  
Superintendent

**18. BOARD/CABINET COMMUNICATIONS**

**19. ADJOURNMENT**

October 12, 2016

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

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

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

Agenda Item: **4. CLOSED SESSION**

Quick Summary /  
Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
Case #14-3608  
Case #14-6455

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Closed session in accordance with Government Code Section 54957:  
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Title: Principal

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

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

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

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

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

October 12, 2016

Agenda Item: **8. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Barbara Avalos

Maria Betancourt-Castañeda

Brian Clapper

Maria Dalla

Alma Sarmiento

Staff:

Leighangela Brady, Ed.D., Superintendent

Chris Carson, Assistant Superintendent-Business Services

Paula Jameson-Whitney, Assistant Superintendent-Educational Services

Cindy Frazee, Assistant Superintendent-Human Resources

October 12, 2016

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize Dolores Mujica, Special Education Instructional Assistant, Ira Harbison School, as National School District Employee of the Month for October 2016.**

Speaker: Elena De La Rosa, Principal, Ira Harbison School

Quick Summary / Abstract: Ms. Mujica works at Ira Harbison School in the capacity of a Special Education Instructional Assistant. She does an excellent job meeting and supporting the needs of the students she serves.

Comments: Children First: Dolores identifies and utilizes instructional materials and instructional strategies to accommodate and meet the wide variety of instructional needs of her students under the direction of her lead teacher. Dolores is required to follow a prescriptive educational program to meet the exceptional needs of her students; provide feedback related to her students' progress; communicate on an ongoing basis with the classroom teacher; and, ensure that the students are able to access and participate appropriately in both instructional and behavioral programming. Dolores does an excellent job meeting and supporting the needs of the students she serves.

Whatever It Takes: One of the most important aspects of Dolores' position has been the consistency she has provided to all students throughout the past year. Her consistency within the classroom has provided structure, stability and an overarching regularity to meet student's identified and exceptional needs. Dolores works with the classroom teacher to ensure that students are being provided the optimum educational opportunities that are needed at all times.

Relationships Matter: Dolores Mujica goes above and beyond to support staff and students at Ira Harbison School. She is a true professional who is entirely committed to her students and to Ira Harbison School community; she is an inspiration to all who have the privilege to work with her.

October 12, 2016

Agenda Item: **9.B. 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 September 14, 2016 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

<b>Introduce &amp; Welcome 10/12/16</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>
Eduardo Prieto	Instructional Materials Technician	District Office
Janet Zepeda	Instructional Assistant – Health Care	Lincoln Acres

October 12, 2016

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.

October 12, 2016

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

October 12, 2016

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

Quick Summary /  
Abstract: All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Recommended  
Motion: Approve Consent Calendar

October 12, 2016

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on September 14, 2016.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
Board Minutes - 09/14/2016

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on September 20, 2016.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
Special Board Minutes - 09/20/2016

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

September 14, 2016  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 6:04 PM:**

Present:

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

**1. CALL TO ORDER**

President Clapper called the public meeting to order at 5:00 p.m.

**2. PUBLIC COMMUNICATIONS**

None

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION**

Closed session was held from 5:00 p.m. to 6:00 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54956.9: Conference with Legal Counsel-Anticipated Litigation-One Case; Government Code Section 54956.9: Conference with Legal Counsel-Existing Litigation-Case #14-3608; Government Code Section 54957: Public Employee Discipline/Dismissal/Release; and with Government Code Section 54957.6: Conference with Labor Negotiator - Agency negotiator: Cindy Frazee, Employee organizations: California School Employees Association, National City Elementary Teachers Association. All board members were present. Cindy Frazee was present from 5:00 p.m. to 5:49 p.m. George Cameron and Andrea Naested were present from 5:00 p.m. to 5:33 p.m.

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

President Clapper called the public meeting to order at 6:04 p.m.

## **7. PLEDGE OF ALLEGIANCE**

President Clapper led the Pledge of Allegiance.

## **8. ROLL CALL**

Yvette Olea took roll call.

## **9. PRESENTATIONS**

### **9.A. Presentation by El Toyon School students.**

Students from El Toyon School gave a presentation on Google Classroom. Board members, Betancourt-Castañeda and Dalla presented each of the students with a certificate, book and bookmark.

### **9.B. Recognize Mrs. Silvia Sanchez, El Toyon School, as the National School District Volunteer of the Month for September 2016.**

Recognized Mrs. Silvia Sanchez, El Toyon School, as the National School District Volunteer of the Month for September 2016. Principal, Will Mellman, introduced Mrs. Sanchez and commented on her many fine qualities. On behalf of the Governing Board, Alma Sarmiento, presented Mrs. Sanchez with a certificate and logo clock.

### **9.C. Recognize Ashley Trzcinsky, Teacher, Las Palmas School, as National School District Employee of the Month for September 2016.**

Recognized Ashley Trzcinsky, Teacher, Las Palmas School, as National School District Employee of the Month for September 2016. Principal, Steven Sanchez, introduced Ms. Trzcinsky and commented on her many fine qualities.

On behalf of the Governing Board, Barbara Avalos presented Ms. Trzcinsky with a framed certificate a District logo watch.

### **9.D. Introduce and welcome the new employees.**

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

## **10. PUBLIC COMMUNICATIONS**

Sonia Ruan, community member, spoke regarding the Environmental Health Coalition.

Carolina Martinez, community member, spoke regarding the Environmental Health Coalition and their opposition to Measure A.

Marcus Bush, National City Planning Commission, spoke regarding Measure A.

Tamlyn McKean, NCETA, spoke regarding communication.

## **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:** Following discussion, Approve Consent Calendar Passed with a motion by Ms. Maria Betancourt-Castañeda 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 Regular Board Meeting held on August 24, 2016.**

### **12.B. Administration**

**12.B.I. Appointment of Secretary to the Governing Board: Leighangela Brady, Ed.D., District Superintendent.**

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

### **12.D. Educational Services**

**12.D.I. Approve Consultant Contract #CT3331 with Ernesto Diaz to provide CPR/First-Aid training for Preschool teachers, Instructional Assistants and Family Liaisons.**

**12.D.II. Approve the Memorandum of Understanding (MOU) with OneSight to provide free vision services for National School District students and for students to participate in the Verizon Mobile Vision Care Program research study.**

#### **12.E. Business Services**

**12.E.I. Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2016-2017 school year.**

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

### **13. GENERAL FUNCTIONS**

#### **14. EDUCATIONAL SERVICES**

**14.A. Approve Contract #CT3328 with Illuminate Education, Inc. for data and assessment management system services.**

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### **15. HUMAN RESOURCES**

#### **16. BUSINESS SERVICES**

**16.A. Presentation regarding the Unaudited Actuals for Beacon Classical Academy National City.**

Dr. Alma Van Nice, Director of Beacon Classical Academy, National City, gave a presentation regarding the Unaudited Actuals for Beacon Classical Academy, National City.

**16.B. Report on year-end actual ending balances for the 2015-16 year and budget revisions to the 2016-17 adopted budget.**

Chris Carson gave a report on year-end actual ending balances for the 2015-16 year and budget revisions to the 2016-17 adopted budget.

**16.C. Approve year-end actual ending balances for the 2015-16 year and approve budget revisions to the 2016-17 adopted Budget.**

**Motion Passed:** Approve year-end actual ending balances for the 2015-16 year and budget revisions to the 2016-17 adopted Budget 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

**16.D. Authorize the Assistant Superintendent of Business Services to use incentive awards valued at over \$200 each for meal application submittals.**

**Motion Passed:** Authorize use of incentive awards valued at over \$200 each 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. Accept the following gifts:**

**Motion Passed:** Accept gifts Passed with a motion by Ms. Maria Betancourt-Castañeda 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 thanked the students for their presentation. She congratulated the Employee of the Month. She thanked Dr. Van Nice for her presentation. She thanked Mr. Carson for his presentation. She thanked Dr. Brady for scheduling one-to-one meetings with the Board.

Mrs. Betancourt-Castañeda thanked the students for their presentation. She congratulated the Employee of the Month and the Volunteer of the Month. She shared that she joined Dr. Brady on her visit to Olivewood school and was happy to see the new technology in use. She thanked all of the donors for the school supplies given to the students this week. She shared that she also had the opportunity to visit the swim program with Mr. Clapper and was impressed by what she saw. She wished Mrs. Avalos a Happy Birthday.

Mrs. Sarmiento thanked all of the donors for the school supplies given to the students this week. She thanked the students for their great presentation. She congratulated the Employee of the Month and the Volunteer of the Month. She shared concerns regarding the school picture company being used this year. She welcomed Dr. Brady.

Mrs. Dalla wished Mrs. Avalos a Happy Birthday. She congratulated Dr. Brady. She shared that she visited Central School with Mr. Clapper and Dr. Brady and it was awesome to see the students engaged.

Mrs. Frazee congratulated the Employee of the Month and the Volunteer of the Month. She thanked the students for their presentation. She wished Mrs. Avalos a Happy Birthday. She congratulated Dr. Brady.

Mr. Carson congratulated the new employees. He shared that the summer construction work has been completed. He also shared that the vandalized windows are scheduled to be replaced over Thanksgiving break.

Mrs. Jameson-Whitney thanked the students for their presentation. She shared that she loves to see the one-to-one technology being utilized. She shared information on the swim program, such as the certificate given to students and some thank you notes written by students for their swim instructors. She shared that a two day data team training was held this week.

Dr. Brady thanked the Board for helping her prepare for her first Board Meeting. She shared that she has had a great first two weeks. She has spent her time visiting classrooms and was happy to see kids happy and eager to be at school. She thanked the students for their impressive presentation. She congratulated the Employee of the Month. She encouraged the Board to join her on her site visits. She wished Mrs. Avalos a Happy Birthday and Mr. Clapper a belated Happy Birthday. She thanked Mr. Carson for the most comprehensive presentation she has ever seen. She shared that she would like to have some budget workshops for the Board in the future. She thanked Mrs. O'Connor for her work on PBIS. She shared that at the SELPA meeting, NSD was praised for being the only district to have completed their discipline data. Dr. Brady invited the Board to attend a PBIS training on September 22. She also invited the Board to join her at the National City Chamber Breakfast on September 22 and the Salute to Navy Luncheon on October 20. She shared that Lincoln Acres School will be running a STEAM academy during fall break and invited the Board to stop by. She shared that she will arrange a time to visit Beacon Classical Academy with the Board.

Mr. Clapper wished Mrs. Avalos a Happy Birthday. He shared that he had a great time visiting the swim program and Central School. He shared that OneSight will take place from October 31 through November 4 this year. He thanked the Rotary Club for their donations to the school supply giveaway.

**19. ADJOURNMENT**

The meeting was adjourned at 8:10 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

September 20, 2016  
4:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 4:00 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 4:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

President Clapper led the Pledge of Allegiance.

**3. ROLL CALL**

Yvette Olea took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. HUMAN RESOURCES**

**5.1. Ratify/approve recommended actions in personnel activity list.**

**Motion Passed:** Ratify/approve recommended actions in personnel activity list 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

**6. ADJOURN TO CLOSED SESSION**

## **7. CLOSED SESSION**

Closed session was held from 4:03 p.m. to 6:32 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54957: Public Employee Discipline/Dismissal/Release; and with Government Code Section 54957: Public Employee Performance Evaluation - Superintendent. All board members were present. Cindy Frazee was present from 4:03 p.m. to 4:06 p.m. George Bloch and Jennifer Walters were present from 4:13 p.m. to 6:32 p.m. Leighangela Brady was present from 4:03 p.m. to 6:32 p.m.

President Clapper announced that in closed session, the Governing Board unanimously voted to accept the resignation agreement for employee #369892.

## **8. ADJOURNMENT**

The meeting was adjourned at 6:32 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

October 12, 2016

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

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

Speaker: Leighangela Brady, Superintendent

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

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

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

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

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

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

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

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

See attached quarterly uniform complaint report summary.

Attachments:  
Williams Quarterly Report

**National School District**

**Quarterly Uniform Complaint Report Summary**

**For submission to National School District Governing Board**

**and**

**San Diego County Office of Education**

District Name: National School District

Quarter covered by this report: July – September 2016

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

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

Submitted by: Yvette Olea

Title: Executive Assistant to the Superintendent

October 12, 2016

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**

**October 12, 2016**

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

1. Angela Phillips-Agozino	School Psychologist 6.58 hours per day 185 days per year Central School	October 10, 2016	Class I, Step 1	General Fund
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**Additional Duties**

None				
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**Contract Extension/Change**

2. Rosa Lopez	School Counselor John Otis/ Palmer Way Schools	2016-2017 school year	68% Contract	
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**Unpaid Leave of Absence**

3. Rosa Lopez	School Counselor John Otis/ Palmer Way Schools	2016-2017 school year	Leave of absence from 32% of her contract	
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**CLASSIFIED STAFF RECOMMENDATIONS**

**October 12, 2016**

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

4. Sergio Tapia	Groundskeeper 8 hours per day 12 months per year Tuesday-Saturday Maintenance and Operations	September 20, 2016	Range 21, Step 1	General Fund
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**Contract Extension/Change**

5. Arturo Becerra	From Custodian – Day To Groundskeeper 8 hours per day 12 months per year Tuesday- Saturday Maintenance and Operations	September 9, 2016	Range 21, Step 1	General Fund
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**Unpaid Leave of Absence**

None				
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October 12, 2016

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

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

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

Attachments:

Pre-Approved Temporary Hires

**Temporary Hires Pre-Approved  
10/12/16**

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
1. Terri Blunk	Impact Teacher	Palmer Way School	October 4, 2016
2. Earl Kim	Impact Teacher	Ira Harbison School	October 4, 2016
3. Mayra Gomez	Teacher	Las Palmas School	September 29, 2016
4. Phoebe Morrow	Impact Teacher	Rancho de la Nación School	September 12, 2016
5. Yolanda Orozco	Impact Teacher	El Toyon School	October 4, 2016
6. Megan Padilla	Impact Teacher	Kimball School	September 12, 2016
7. Barbara Sapper	Impact Teacher	Las Palmas School	October 4, 2016
8. Janice Stejskal	Impact Teacher	Palmer Way School	October 4, 2016
9. Bonnie Styles	Impact Teacher	Lincoln Acres School	October 18, 2016
10. Alma Armida Valencia	Impact Teacher	Rancho de la Nación School	September 12, 2016
11. Sasha Ybarra	Impact Teacher	Olivewood School	September 27, 2016

October 12, 2016

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

Agenda Item: **12.D.I. Adopt Resolution #16-17.17 proclaiming October 24-28, 2016 as Red Ribbon Week in National School District.**

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

Quick Summary / Abstract: Red Ribbon Week has been celebrated for 26 years by students in California Schools as an opportunity to showcase their support for a drug-free, tobacco-free and alcohol-free environment. We have come a long way in the last few years in supporting this healthy environment for our students by initiating Board Policy for a Drug-Free Workplace as well as a Tobacco-Free Workplace. We have also established a Zero Tolerance Policy and implemented policies and strategies to support the California Safe Schools Program.

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

Attachments:  
Resolution #16-17.17

# National School District

## Resolution

#16-17.17

### RED RIBBON WEEK

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

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

**WHEREAS**, the Red Ribbon Celebration will be observed across America during RED RIBBON WEEK, October 24-28, 2016; and,

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

**NOW THEREFORE, BE IT RESOLVED**, that National School District does hereby support October 24-28, 2016 as RED RIBBON WEEK, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and,

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

Resolution #16-17.17  
October 12, 2016  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District on this 12th day of October, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

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

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Secretary to the Governing Board

October 12, 2016

Agenda Item: **12.D.II. Approve Consultant Contract #CT3332 with Soren Bennick Productions, Inc. to provide two anti-bullying assemblies for Palmer Way School students.**

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

Quick Summary / Abstract: The name of the assemblies, "The Power of One" is a series of skits presented by actors who use boxes, colors, and masks to vividly portray what bullying is, what can be done about it, and how every child has the power of one, the power to report and deal with bullying when they see it.

Comments: Soren Bennick Productions, Inc. will present two assemblies, titled "The Power of One." One for primary and one for upper grade. The Power of One show will explain the roles in bullying situations: Bully, Target and Bystander. The actors put on a green mask when they play the Bully, a purple mask when they play the Target and a yellow mask for the Bystander. The show will demonstrate vivid examples of different types of bullying: Physical, Verbal, Exclusion and Cyber bullying. The show will alert children that targets need help and interventions and encourage students not to be bystanders. They will emphasize the need for individual action to make the community a safer and better place.

Financial Impact: Not to exceed \$850  
One time cost  
LCAP/EIA Funds

Attachments:  
CT3332

# Lecturer/Performer Agreement

## National School District

( 01 - 00 - 0980 - 000 - 1110 - 1000 - 000 - 5800 - 100 - 900 )  
Fund Res Goal Function Object School

Contract No. CT3332

This agreement is hereby entered into this 30<sup>th</sup> day of August, 2016 by and between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Soren Bennick Productions Inc.

Contractor

Taxpayer ID Number

Mailing Address

hereinafter referred to as "Contractor."

City

State

Zip Code

1. Services to be provided by Contractor. Two Anti-Bully Performances. One will take place at 1:00 p.m. for Kinder – 3<sup>rd</sup> and at 1:45 p.m. for 4<sup>th</sup>-6<sup>th</sup> grade. Both shows will be of 35-40 minutes duration. The assemblies are titled "**The Power of One.**" This will take place at the Palmer Way School auditorium.
2. Term. Contractor shall provide services under this Agreement on October 28, 2016.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight hundred and fifty Dollars (\$ 850.00). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: None.
5. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Use of School Auditorium.
6. Hold Harmless. Contract agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.

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

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District Name	Address	State	Zip	Phone
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**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
**Signature of Authorized Agent**

Chris Carson  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
**Typed Name**

Asst. Supt., Business Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
**Social Security or Taxpayer I. D. No.**

**Board Approval Date:** October 12, 2016

\_\_\_\_\_  
**(Area Code) Telephone Number**

October 12, 2016

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

Agenda Item: **12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for Bid #16-17-164 for Accessible Walkway at Lincoln Acres Preschool Center.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This project will provide access to the Preschool Center entrance from the sidewalk on the street. Currently, visitors to the Preschool Center who have parked on the street or otherwise approach the Center from the street must walk through the parking lot. There is currently no walkway or pedestrian path from the street to the Preschool Center entrance.

Comments: This project is necessary to address safety issues with regards to adults and children walking through the parking lot for lack of a sidewalk. The sidewalk will include a ramp for accessibility.

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

October 12, 2016

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:  
10/12/2016 - Exhibit A

October 12, 2016

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve Letter to the CTA stating the Governing Board's Unconditional Commitment To Cease And Desist Challenged Action Pursuant To Government Code Section 54960.2(c)(2).**

Speaker: Brian Clapper, Board President

Quick Summary / Abstract: The proposed action is to approve, pursuant to Government Code section 54960.2 of the Brown Act, a letter to the CTA stating the Governing Board's unconditional commitment to cease and desist and not to repeat a challenged past action. On June 9, 2016, the District sent a letter to parents providing an update on negotiations with the NCETA. The letter was signed by Governing Board members. On August 24, 2016, the District received a written cease and desist demand from the California Teachers Association (on behalf of the NCETA and its membership) challenging the District's June 9th letter as violating the Brown Act. Government Code section 54960.2 provides that, in order to avoid unnecessary litigation and without admitting any violation of the Brown Act, a legislative body may respond to a cease and desist demand by approving an unconditional commitment that it will cease, desist and not repeat the challenged past action. Section 54960.2 prohibits the commencement of an action alleging a Brown Act violation based on the challenged action when the legislative body has provided an unconditional commitment.

Recommended Motion: Approve letter

October 12, 2016

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve Consultant Contract #CT3336 with The Regents of the University of California on behalf of the University of California, San Diego to provide 18 hours of professional development for up to 15 Palmer Way School K-3 classroom teachers.**

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

Quick Summary / Abstract: In October and November of 2016, 15 TK-third grade teachers from Palmer Way School will receive reading instruction training from the California Reading Literature Project (CRLP). CRLP Results training is specifically focused in the areas of beginning reading skills of word recognition and fluency. This work includes instruction in the areas of assessment, instruction, and intervention of these beginning skills. This instruction will help support the implementation of the Common Core State Standards and the Foundational Skills.

Comments: The Regents of the University of California on behalf of the UCSD is a public, not-for-profit, educational institution.

Recommended Motion: Approve contract

Financial Impact: Not to exceed \$6,750  
One time cost  
Title I Funds

Attachments:  
CT3336



## SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
2. **Deliverables.** UCSD will provide to the Company the deliverables set forth on Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
4. **Payment.**
  - 4.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein.
  - 4.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
6. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
7. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
10. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
11. **Patent Infringement Indemnification.** The Company shall indemnify, defend, and hold harmless UCSD, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that the Company's furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. UCSD shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of UCSD. UCSD retains the right to participate in the defense against any such suit or action.
12. **Limitation of Liability.** EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCSD'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE COMPANY FOR THE SERVICES.
13. **Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services.
14. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
SAN DIEGO CAMPUS**

**Company Name:Palmer Way School**

By: \_\_\_\_\_

Name: **Karim Hussein**

Title: **Sr Contract Officer**

Date:

By: \_\_\_\_\_

Name: **Alfonso Denegri**

Title: **Principal**

Date:

EXHIBIT A

SERVICES

COMPANY:

National City School District  
State of incorporation: California  
Principal place of business located at Palmer Way School, 2900 Palmer Street, National City, CA 91950  
Attention: Alfonso Denegri, Principal  
Telephone: 619-336-8900  
Fax: 619-336-8955  
Email: alfonso.denegri@national.k12.ca.us

1. SCOPE OF WORK:

The Services will be performed as set forth below or in accordance with the attachment hereto and incorporated by reference herein. The Company may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

The San Diego Regional CRLP office will provide 18 hours of professional development for up to 15, K-3 classroom teachers with the goal of developing instructional approaches for improving reading and academic achievement. CRLP Results for the Common Core Foundational Skills focuses on what content students need to learn, when it needs to be covered within an overall scope and sequence, and how instruction might be approached within the three tiers of Multi-Tiered System of Supports (MTSS). This institute also emphasizes the "Why" behind the "What", the "When", and the "How".

2. DELIVERABLES:

Non applicable

3. COST: Total \$450 per teacher X 15=\$6,750

4. PAYMENT

4.1. SCHEDULE:

N/A% of cost due upon signing of this Agreement.

Payment will be due and payable upon completion of services.

4.1.1. Invoices will be submitted in accordance with the payment schedule.

4.2. REMITTANCE: Checks are to be made payable to **The Regents of the University of California** and sent to:

University of California, San Diego  
Attention: Judy Mapston or Ramona Mason  
9500 Gilman Drive Mail Code 36  
La Jolla, California 92093-36

5. TERM OF AGREEMENT: This Agreement will begin on 10/1/16 and end on 6/30/17.

6. UCSD CONTACT:

Sarah Peterson, Director of SD Regional CRLP Office/Ramona Mason, MSO  
University of California, San Diego  
9500 Gilman Drive Mail Stop 0036  
La Jolla, California 92093-0036  
Telephone: (858) 534-1600  
Fax: (858) 822-1839  
Email: dcostahernandez@ucsd.edu

7. PER SECTION 32 OF THE AGREEMENT, THE UCSD REPRESENTATIVE RESPONSIBLE FOR APPROVING CHANGES OR ADDITIONS TO THIS AGREEMENT: Service Agreement Contract Officer - MC 0934; UCSD-Provided-Svcs@ucsd.edu.

END OF EXHIBIT A

October 12, 2016

Agenda Item: **14.B. Approve contract #CT3337 with Follett for one full day of professional learning for the Library Media Specialists for beyond the basics training in Follett Destiny library management system.**

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

Quick Summary / Abstract: As the District continues to integrate technology into Common Core and in alignment with our District Technology Master Plan, a new library management system called Follett Destiny was purchased last year. Library staff received one (1) day of introductory training at the initial implementation of the program. The library staff have been diligently learning how to use and implement Destiny in their libraries with students and staff.

This year NSD libraries are adding Follett's "Lightbox" ebooks to their site collections as well as additional online resources and materials. Students will learn to use these resources and materials in library skills lessons to be implemented this school year. This one day training from Follett will provide our Library Media Specialists with the skills needed to check out, manage and promote the new electronic collections. In addition, having a training that helps our Library Media Specialists gain additional knowledge and experience with advanced options will move Common Core implementation in our libraries to the next level.

Recommended Motion: Approve contract

Financial Impact: Not to exceed \$2,500  
One time cost  
Technology Funds

Attachments:  
CT3337

[ 01 - 00 ]-[ 0000 - 424 ]-[ 1110 ]-[ 1000 ]-[ 5800 - 000 ]-[ 024 ]  
Fund Res Goal Function Object School

Contract No. CT3337

## Employee/Contractor Agreement National School District

This agreement is hereby entered into this 13<sup>th</sup> day of October, 2016, by and between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Follett Destiny Solution  
Contractor Taxpayer ID Number Mailing Address

City \_\_\_\_\_, hereinafter referred to as "Contractor."  
State Zip Code

- Services to be provided by Contractor. Provide a one full day of professional learning for the Library Media Specialists at National School District.  
Location
- Term. Contractor shall provide services under this Agreement on October 13, 2016, and will diligently perform as required and complete performance by June 15, 2017.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Thousand Five Hundred Dollars(\$2,500.00). District shall pay Contractor through payroll the month following rendered services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_
- 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:  
\_\_\_\_\_  
\_\_\_\_\_

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor'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 these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
9. 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.
10. If employed by another school district in the State of California, please specify:

National School District	1500 N Avenue, National City	CA	91950	(619) 336-7500
District Name	Address	State	Zip	Phone

11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

**NATIONAL SCHOOL DISTRICT**

**EMPLOYEE/CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

Christopher Carson  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed Name

Assistant Superintendent, Business  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security #

**Board Approval Date:** October 12, 2016

\_\_\_\_\_  
(Area Code) Telephone Number

October 12, 2016

Agenda Item: **14.C. Approve Contract #CT3345 with A Tree of Knowledge (ATOK) Supplemental SES Service to offer tutoring services to eligible students in grades three through six at Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way and Rancho de la Nación Schools.**

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

Quick Summary / Abstract: On December 10, 2015, President Barack Obama signed the Every Student Succeeds Act (ESSA), which reauthorized and updated the Elementary and Secondary Education Act (ESEA). The 2016–17 school year is a transition year for local educational agencies (LEAs), with most of the new provisions not taking effect until the 2017–18 school year. As part of the transition to ESSA, school districts are no longer required to provide Supplemental Education Services, but must provide alternative supports to eligible students attending schools in Program Improvement Year 2 and beyond. These alternative supports must support Districts' Local Control and Accountability Plan (LCAP) goals.

In compliance with the State's transition plan, National School District will continue to provide additional services at the eight Program Improvement Year 2 and beyond schools. After an examination of CAASPP and CELDT data, and discussion with principals and cabinet members, Ed Services determined that a focus on oral language acquisition of NSD Long Term English Learners (LTELS) would support LCAP Goal #1. In order to support this group of students, alternative services will begin after school at Ira Harbison, Lincoln Acres, Rancho de la Nación, Las Palmas, John Otis, Kimball, Olivewood and Palmer Way on October 24, and continue through January 30. Students have been selected to participate based on their grade level, English Learner status, and CAASPP scores.

Comments: In order to provide consistent services throughout the district, NSD will be contracting with A Tree of Knowledge. ATOK has been one of the most effective Supplemental Services (SES) Providers NSD has contracted over the last five years. Selection of ATOK was done after a review of all SES providers' assessment results, and interviews with representatives from the various agencies. ATOK was selected for cost effectiveness, and willingness to work with our schools to streamline services based on the needs of the children.

Under the direction of Educational Services, ATOK will deliver small group instruction to students using the research-based program "ELD Links." Students will receive an individualized "Student Learning Plan" to address specific needs, and all students will have pre and post testing which will serve the dual purposes of 1) determining individual student growth, and 2) enabling evaluation of program efficacy. Additionally, ATOK will be setting up communication plans with school sites to coordinate with classroom teachers on student progress.

Approximately 350 students will receive these services. If there are students who are not part of the program based on the selection process, school sites can use their funds to provide additional support. (e.g. for students in lower grades, or for mathematics.)

Recommended Motion: Approve contract

October 12, 2016

Financial Impact: Not to exceed \$330,000  
Annual Cost  
Title I Funds

Attachments:  
CT3345

**NATIONAL SCHOOL DISTRICT  
DRAFT CONTRACT  
SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT**

**THIS MASTER AGREEMENT** (“Agreement”) is made and entered into on 10/13/2016, between the NATIONAL SCHOOL DISTRICT (“District”), a public school district duly operating under the laws of the State of California, and A TREE OF KNOWLEDGE (“Provider”) for the purposes of providing Supplemental Educational Services to eligible District students.

**WHEREAS**, the District has a need for Supplemental Educational Services in English Language Arts in order to meet the goals of the Every Student Succeeds Act (ESSA) 2016-17 School Year Transition Plan, et seq.;

**WHEREAS**, ESSA Transition Plan outlines the requirements for Supplemental Educational Services;

**WHEREAS**, the California Department of Education outlines the requirements for Supplemental Education Services at Title 5 section 13075.1, et seq.;

**WHEREAS**, the Governing Board (“Board”) of the District is authorized by California Education Code section 35160 and California Government Code section 53060 to contract for the provision of Supplemental Education Services as defined under Title I of ESSA Transition Plan ;

**WHEREAS**, the Provider is willing to provide such services to District’s students; and

**NOW, THEREFORE**, the District and the Provider agree as follows:

**I. TERM**

The term of this Agreement shall commence on 10/13/2016 and shall extend through and terminate on 06/30/2017, unless this Agreement is terminated earlier pursuant to the terms and conditions hereinafter referred to.

**II. DEFINITIONS**

- A. “Eligible Child” is defined as a socioeconomically disadvantaged student attending a Title I school.
- B. “Provider” is defined as a non-profit, a for-profit entity, or a local educational agency that-
  - 1. Has a demonstrated record of effectiveness in increasing student academic achievement.

2. Is capable of providing supplemental educational services that are consistent with the instructional program of the District and academic standards.
  3. Is financially sound.
- C. “Supplemental Educational Services” (“SES”) is defined as tutoring and other supplemental academic enrichment services that are –
1. In addition to instruction provided during the school day.
  2. Are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children.

### III. **TERMINATION**

- A. The Board shall have sole discretion to terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice to the Provider of the Board’s intention to terminate this Agreement. After termination, the Provider shall cease all work under this Agreement, unless otherwise directed in the notice. The Provider will be entitled to payment for satisfactory services performed up to the time of termination, provided that the Board first receives and approves an invoice. No claim for damages may be made or will be allowed to the Provider because of such termination.
- B. In consideration of this payment, the Provider waives all rights to any further payment or damage. Upon termination, the Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, in the possession of the Provider or under its control at the time of termination.

### IV. **SCOPE OF SERVICES**

- A. Student Learning Plan
  1. A Student Learning Plan (“SLP”) shall be developed by the District in consultation with parents/legal guardians and the Provider for each District eligible student SES educational services from the Provider. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the parents/legal guardians. The Provider, District or the parents/legal guardians may request a review of student’s SLP.
  2. The Provider shall provide all the services described in the SLP.

3. The Provider shall ensure that all students SLP are completed within 21 days of receipt of student information or by exception based on a mutual written agreement between the District and the Provider.
4. Parents/legal guardians shall not be charged for any services rendered under the SLP unless parents/legal guardians decide to contract for services beyond those paid for by the District. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/legal guardians. In no event shall agreed upon charges between the parents/legal guardians and the Provider obligate the District financially, nor shall the District incur any obligations or expense in excess of the state/federal reimbursement amount. The Provider shall receive fees only for sessions in which the student attends.
5. A SLP may be terminated by the Provider only upon consent of the District.
6. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from District will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the District is responsible for payment, divided by that portion of services actually rendered.

**V. SPECIAL PROVISIONS FOR THE PROVISION OF ESSA TRANSITION PLAN SUPPLEMENTAL EDUCATIONAL SERVICES**

- A. The Provider agrees to comply with the following special provisions:
  1. For each student who is registered for the Provider's services, the Provider shall provide the following information:
    - a. Location where services will be provided to the student.
    - b. Initiation date, frequency, and duration of services to be provide to the student.
    - c. For eligible students with disabilities under Individuals with Disabilities Education Act ("IDEA") and eligible students who are individuals with disabilities covered by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Provider shall set the goals, method of measurement and timetable consistent with such student's individualized education program pursuant to the IDEA or the student's Section 504 Plan, where applicable.

- d. A detailed statement of the student's achievement goals based upon such student's specific education needs.
- e. A description of how the student's progress will be measured.
- f. A timetable for improving the student's achievement.
- g. A written description of how each student's parents, teacher(s) and the District will be regularly informed, not less than on a quarterly basis, of the student's progress.
- h. A description of the program to be used.
- i. A method for tracking the attendance of each student in the Provider's program.

B. The Provider agrees to the following procedure and policies for ESSA Transition Plan SES implementation:

- 1. The Provider shall provide services only during non-school hours. The Provider shall not provide services to any student during the regular school day. The Provider acknowledges that the Board, at its sole discretion, may change the definition of the regular school day at any time during the Term. In the event of any change, the Provider shall adjust the hours that it offers its services in order to avoid any conflict with the regular school day. The services provided to said student, including, but not limited to, mandate after school or summer school activities, and may not supplant any such educational services.
- 2. The Provider shall maintain a roster of all staff providing services to students. Current and accurate staff rosters must be available for inspection at any time, including on-site visits, at the request of the Principal or designee.
- 3. The Provider shall remain with students until the student's parent or guardian arrives to pick up student. Student(s) shall not be left unattended at any time. In the event, of an emergency, the Provider must contact the person indicated as the emergency contact and remain with the student until said emergency contact person arrives.

4. If during the Term of this Agreement, the Provider anticipates interruption or cancellation of scheduled services for any reason, the Provider shall submit notification of such interruption or cancellation, in writing, to the Assistant Superintendent or the District SES Program Director. The Provider is responsible for submitting said notice within 24 hours of the anticipated interruption or cancellation. If scheduled services are to be cancelled for periods lasting more than five (5) school days, The Provider shall submit written notice fifteen (15) business days prior for an extended interruption or cancellation of services may result in termination of this Agreement.
5. The Provider shall not offer rewards, gifts, and/or incentives to parents/legal guardians of students except in accordance with Title 5 section 13075.9.
6. The obtaining of confidential student information from school employees and/or any parents/legal guardian for the purpose of soliciting students, parents and /or guardians for enrollment is strictly prohibited and will result in the withholding of payment and/or termination of this Agreement or both.
7. The Provider shall ensure that the instruction it provides and the content it uses are consistent with those of the Board and are aligned with California standards in the areas of English Language Arts and English Language Development.
8. All services that the Provider provides under this Agreement must be for secular, non-partisan, neutral and non-ideological purposes.
9. The Provider shall perform any and all services in a competent, professional, and timely manner to the reasonable satisfaction of the District.
10. The Provider shall cooperate with the Board in the Board's administration and evaluation of the services that the Provider provides, as well as the Board's administration and evaluation of the overall program including, providing accurate and timely monthly certification of attendance, original attendance records, final reports and certification and any and all other reports, records or data as the District may request. The Provider shall allow the Superintendent or designee to visit and observe sessions, to interview the student, and parents/legal guardians on site, and to distribute on-site questionnaires and other material as the District

shall determine necessary and/or advisable for the administration and evaluation of the Provider's services and overall program.

## **VI. STUDENT RECORDS**

A student record is defined by state and federal law, and essentially is any document prepared or retained by the Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. The Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. The Provider shall not provide access or forward to any other person other than parents/legal guardians or the District to any student record including student email address without the written consent of the parents/legal guardians or the District. The Provider agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to the District and/or the parents/legal guardians of the District's students.

## **VII. ACCESS BY DISTRICT**

The Provider shall notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. If there is a change in location the Provider shall notify the District prior to the change. It shall allow access to its facilities for periodic monitoring of each student's instructional program by the District and shall be invited to participate in the review of each student's progress by the District. The District representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress including the behavior intervention plan, if any.

## **VIII. FINGERPRINTS AND TUBERCULOSIS CLEARANCE**

In accordance with California Education Code section 45125 and/or 49024, the Provider shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the District that no employee and/or subcontractors of the Provider working with students of the school district has been convicted of a violent or serious felony as defined by statutes. The Provider shall supply District with a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be required. Additionally, all the Providers will be required to submit a tuberculosis ("TB") clearance for those employees/tutors who will be working with students.

**IX. INDEPENDENT PROVIDER STATUS**

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The Provider understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. It is the responsibility of the Provider to insure that all of its employees are informed of all provisions as outlined in this Agreement prior to working with families/students.

**X. CONFLICT OF INTEREST**

This Agreement is subject to District Board Policy governing conflicts of interest. The Provider agrees to furnish to the District (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with the District, including its charter schools.

**XI. ACCIDENT AND/OR INCIDENT REPORT**

The Provider agrees to contact the District immediately and submit a written accident report to the District within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**XII. DISCRIMINATION**

The Provider shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

**XIII. CHILD ABUSE REPORTING**

The Provider shall ensure that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to,

California Education Code section 49370 and California Penal Code section 11166 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner. The Provider shall contact the District immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to the District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, and missing children involving the District students under the Provider's supervision.

#### **XIV. SUPPLIES, EQUIPMENT AND FACILITIES**

The Provider shall be solely responsible for the provision of all appropriate supplies and equipment for a pupil as required in the student's SLP.

#### **XV. INSPECTION AND AUDIT**

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by District. Fiscal records shall be maintained by the Provider for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

#### **XVI. INDEMNIFICATION**

The Provider shall defend, hold harmless, and indemnify the District, its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of the Provider, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

#### **XVII. INSURANCE**

During the entire term of this Agreement and any extension or modification thereof, the Provider shall keep in effect a policy or policies of liability insurance, including Commercial Automobile Liability coverage for bodily injury and property damage for all owned, non-owned, hired or leased vehicles used in relation to the performance of service(s) by the Provider, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from anyone accident or occurrence, and one million dollars

(\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, the Provider shall provide the District with satisfactory evidence of insurance, naming the District as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The Provider shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Laws of California, if applicable. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with the Provider to modify the terms of the Agreement.

Such insurance shall name the District, its officers, agents, and employees as additional insured. The Provider's liability insurance policy shall be endorsed as primary insurance. All policies and certificates of insurance of the Provider shall contain the following clauses: 1.) Insurers have no right of recovery or subrogation against the District (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be the primary coverage for any and all losses covered by the above-described insurance. 2.) The clause "other insurance provisions" in a policy in which the District is named as an insured, shall not apply to the District. 3.) The insurance companies issuing the policy or policies shall have no recourse against the District (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy. 4.) Any and all deductibles in the above described insurance policies shall be the responsibility of the Provider.

## **XVIII. REPORTS**

- A. The Provider is required to retain all original records relevant to provisions of supplemental educational services for a period of no less than 5 years following termination of this Agreement.
- B. The Provider shall provide the Board, the student's school, and the parents/legal guardians of each student enrolled in its program with a progress report ("Progress Report") no fewer than four (4) times for each year of the Term of this Agreement. In each Progress Report for each student, the Provider shall provide information regarding the student's attendance, a description of how the supplemental educational services were delivered to such student, and a description of the progress of each such student. The Progress Report shall be in a format determined by the Board and, to the extent practicable, in a language or other mode of communication that the parents can readily understand.
- C. The Provider shall provide the Board with a final written report ("Final Report") no later than August 31<sup>st</sup> of each year of the Term of this Agreement.

In the Final Report, the Provider shall summarize the progress of all students for whom the Provider has provided services during the relevant year of the Term of this Agreement.

- D. The Provider shall submit a final and accurate certification of attendance (“Final Certification of Attendance”) no later than July 15<sup>th</sup> for each year during the Term of this Agreement.

**XIX. COST OF SERVICES AND PAYMENT**

- A. The Provider shall submit to the District monthly invoices itemized by name/address of the student services provided and actual number of hours for which services were provided, including attendance verification logs signed by parents and/or legal guardians or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. The District shall process payments to the Provider within forty-five (45) days of submission of such invoices, except in those situation identified in Section IV.
- B. The Provider’s contracted amount shall not exceed (\$328,000.00) for the agreed upon services pursuant to this Agreement. (Note: the amount has been modified to reflect Instructional Materials purchase.)
- C. The hourly rate is \$33 per student. \_\_\_\_\_. (Changed from “per pupil rate”)

## **XX. RIGHT TO WITHHOLD**

- A. The District may withhold payment to the Provider, on ten (10) days written notice of such withholding, when in the opinion of the District:
1. The Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented.
  2. The Provider has neglected, failed or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work or records.
  3. The Provider has failed to submit the invoice in a timely manner.
  4. If the District's issues a notice of intent to withhold, the Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

## **XXI. MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written document signed by authorized representatives of the District and the Provider. No change in this Agreement or in the SLP shall result in a District financial obligations to the Provider in excess of the agreed upon contract rate, unless agreed otherwise by the District. In no event shall the increased financial obligation exceed the District's reimbursement rate per student per year to the District.

## **XXII. DISPUTES**

Disputes between the District and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted to the Superintendent or the SES Coordinator of the Vallejo City Unified School District. The determination of the SES Coordinator shall be made in writing and shall be binding on both parties.

## **XXIII. SUBCONTRACT AND ASSIGNMENT**

The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the District. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions, and it shall be the Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

#### **XXIV. COMPLIANCE WITH LAWS**

During the term of this Agreement, the Provider shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of SES services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

#### **XXV. COMPLIANCE WITH DISTRICT HEALTH AND SAFETY INSTRUCTIONS**

If the District determines that a Provider is engaged in conduct that violates a health and/or safety regulation of the District, the Provider agrees to immediately cease and desist such conduct when directed by the District. The Provider should address any concerns in this regard with the District's SES Coordinator.

#### **XXVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the District and the Provider and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

#### **XXVII. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Solano County, California.

#### **XXVIII. SEVERABILITY CLAUSE**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of this entire Agreement shall be severable and remain in effect, to the extent that the intent of the parties can be fulfilled.

## **XXIX. NOTICES**

Notices required under this Provider shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District:

Paula Jameson-Whitney  
National School District  
1500 N Avenue  
National City, CA 91950  
(619)336-7722

For Provider:

Name: A Tree of Knowledge  
Address:  
City, State, Zip code:  
Phone:  
Fax:

## **XXX. EXECUTION IN COUNTERPART**

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative.



October 12, 2016

Agenda Item: **14.D. Approve Non-Public School Master Contract #CT3343 with Aseltine School to provide an educational program for special education students for the 2016-2017 school year.**

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

Quick Summary / Abstract: These services will be for students whose IEP's specify that their program and services are to be provided in a non-public school setting for students with severe disabilities and who the IEP Team has determined that require a non-public school program to best meet their educational and safety needs. Aseltine School has an appropriate program designed to meet the unique needs of each of these students.

Comments: The inclusive (all services and supports) per diem rate for this program is \$194.28 per day. The District does not qualify for any State reimbursement of the tuition cost because these students live with their parents who are residents of National City.

Recommended Motion: Approve contract

Financial Impact: Not to exceed \$194.28 per day, per student  
Annual cost  
Special Education Funds

Attachments:  
CT3343

# 2016-2017

## San Diego County Nonpublic Master Contract

*Directions:*

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*



San Diego County Office of Education  
Student Services and Programs Division  
Special Education Department

San Diego County Nonpublic Master Contract  
Main Document

*2016-2017*

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MAIN DOCUMENT

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APPENDIX C: ROOM AND BOARD

*Directions:*

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

**2016-2017**  
**Nonpublic**  
**Master Contract**  
  
**Main Document**



San Diego County Office of Education  
Student Services and Programs Division  
Special Education Department

San Diego County Nonpublic Master Contract  
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2016-2017

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**2016-2017**

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San Diego County Nonpublic Master Contract  
Main Document

*2016-2017*

NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2016-17

This Master Contract is made and entered into

this 13 day of October, 2016 between the

National School District, County of San Diego,  
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Asettine School  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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## SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.<sup>1</sup> It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

### 1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

### 1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

### 1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1<sup>st</sup>), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from 10, 2016 to 06, 2017.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)

(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)

(7) Any intervention that precludes adequate supervision of the individual; and

(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**SECTION 2: ADMINISTRATION OF CONTRACT**

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2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Meghann O'Connor  
Name/Title

National School District  
Local Education Agency

1500 N Avenue  
Address

<u>National City</u>	<u>CA</u>	<u>91950</u>
City	State	Zip

( 619 ) 336-7740  
Phone

( 619 ) 336-7551  
Facsimile

Meghann.O'Connor@national.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall be addressed to:

Florida May Padilla  
Name/Title

Aseltine School  
Nonpublic School

4027 Normal Street  
Address

<u>San Diego</u>	<u>CA</u>	<u>92103</u>
City	State	Zip

( 619 ) 296-2135  
Phone

( 619 ) 296-3013  
Facsimile

chancock@aseltine.org  
Email Address

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## 2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

## 2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

## 2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

## 2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

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shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

## 2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

## 2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

## 2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

## 2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

## 2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

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b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies

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Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

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## 2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

## 2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

## 2.21 ASSESSMENTS

### a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

## 2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

## 2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

## 2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

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**SECTION 3: PERSONNEL**

**3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS**

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

**3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING**

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

**3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS**

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

**3.4 REQUIREMENT TO REPORT**

**a. Child Abuse or Molestation**

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

**San Diego County Nonpublic Master Contract  
Main Document**

**2016-2017**

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

**SECTION 4: FISCAL**

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

**San Diego County Nonpublic Master Contract  
Main Document**

**2016-2017**

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

**San Diego County Nonpublic Master Contract  
Main Document**

**2016-2017**

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

**San Diego County Nonpublic Master Contract  
Main Document**

**2016-2017**

**SECTION 5: SIGNATURES**

This Nonpublic Master Contract 2016-2017, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 10/13/2016 and terminates at 5:00 p.m. on 08/05/2017 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Florida May Padilla, Executive Director  
(Type) Name and Title

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**APPROVED AS TO FORM:**

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Chris Carson, Assist. Superintendent - Business Services  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

October 12, 2016

Agenda Item: **14.E. Approve Non-Public School Individual Service Agreements #CT3342 with Aseltine School to provide an educational program for special education students #3702087 & #3706612.**

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

Quick Summary / Abstract: Students #3702087 & #3706612 are in need of a program and services provided in a non-public school setting that is based on the significant behavioral, social and academic needs of the student. Students are in need of a more restrictive placement due to an escalation of behavioral, social and educational needs. Due to the extent of their needs, placement for each student is recommended by the IEP team at Aseltine School.

Comments: Program information has been reviewed by National School District staff with a recommendation of placement with services outlined by the Individualized Education Plan for the 2016-17 school year.

Recommended Motion: Approve agreements

Financial Impact: Not to exceed \$68,000 per student  
Annual cost  
Special Education Funds

October 12, 2016

Agenda Item: **14.F. Approve Consultant Contract #CT3344 with Patricia Smith to provide support with speech and language therapy services, staff support and assessment to identified students during the 2016-17 school year.**

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

Quick Summary / Abstract: Patricia Smith, a bilingual credentialed speech and language specialist, officially retired from our district on June 30, 2010 but has contracted with the National School District on a modified calendar due to the shortage of bilingual Speech and Language Therapists. Ms. Smith has been a valued member of our speech therapy team for over 26 years. Ms. Smith will provide the above services during the 2016-17 school year on an as needed basis.

Comments: Ms. Smith is a fully credentialed, Bilingual Language, Speech and Hearing Specialist with extensive experience in the school setting. She will work up to 60 hours for the district during the 2016-17 school year at a prorated hourly rate. The total cost of this contract will not exceed \$8,000.

Recommended Motion: Approve contract

Financial Impact: Not to exceed \$8,000  
Annual cost  
Special Education Funds

Attachments:  
CT3344

[ 01 - 00 ] [ 6500 - 000 ] [ 5770 ] [ 1190 ] [ 1100 - 000 ] [ 022 ]  
Fund Res Goal Function Object School

Contract No. CT3344

## Employee/Contractor Agreement National School District

This agreement is hereby entered into this 13 day of October, 2016,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Patricia Smith

Contractor \_\_\_\_\_ Taxpayer ID Number \_\_\_\_\_ Mailing Address \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "Contractor."  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

- Services to be provided by Contractor. Provide support with speech and language therapy services, staff support and assessment in identifying student during 2016-17. at National School.  
Location \_\_\_\_\_
- Term. Contractor shall provide services under this Agreement on October 13, 2016, and will diligently perform as required and complete performance by June 30, 2017.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Dollars (\$ 8,000.00). District shall pay Contractor through payroll the month following rendered services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor'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 these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
9. 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.
10. If employed by another school district in the State of California, please specify:

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District Name	Address	State	Zip	Phone
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11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

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**NATIONAL SCHOOL DISTRICT**

**EMPLOYEE/CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

Chris Carson  
\_\_\_\_\_  
Typed or Printed Name

Patricia Smith  
\_\_\_\_\_  
Typed Name

Assist. Supt. Business Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security #

**Board Approval Date:** 10/13/16

\_\_\_\_\_  
(Area Code) Telephone Number

October 12, 2016

Agenda Item: **14.G. Presentation on the progress of the National City Collaborative Re-Visioning.**

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

Quick Summary / Abstract: The 2016-2017 Local Control Accountability Plan (LCAP) allocates funding for the National City Collaborative Family Resource Center (FRC). The FRC has been providing services to National School District students and families for the past fifteen years. During that time, money from outside agencies that formerly supported crisis services drastically decreased, however, the need for services remained high. For this reason, the LCAP Committee allotted \$300,000 to continue crisis management and support services for NSD students, and recommended a Strategic Planning process. The goal of the Strategic Plan is to create a vision for continued crisis support while also developing actions for greater connection of the FRC to school sites, in support of LCAP parent engagement goals.

In tonight's report to the Governing Board, Assistant Superintendent Paula Jameson-Whitney will deliver an overview of the Strategic Planning process, present the new vision and mission statements, and delineate next steps. A time for questions and answers will follow the presentation.

October 12, 2016

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /  
Abstract: None

October 12, 2016

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Approve Change Order #1 with Kronos Painting, Incorporated for the Painting Project at El Toyon and Lincoln Acres Schools.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On May 26, 2016, the Board awarded contract #CT3303 to Kronos Painting, Incorporated for the painting of El Toyon and Lincoln Acres Schools. The project was scheduled to be completed by July 20, 2016, at a cost of \$110,896.

Comments: Change orders occur during a construction or maintenance project as a result of:

1. Change in Scope: Generally, a change in scope is made by a district representative when reassessing the functionality and/or aesthetics of the project during construction. For example, increasing the size of an office window to increase lighting in the office.
2. Concealed Field Condition: Concealed or unforeseen field conditions occur when wall coverings (drywall) are removed and conditions are revealed that could not otherwise have been known. For example, rusting water pipe inside a classroom or office wall.
3. New Requirements by Outside Parties: Most construction projects require certification in one form or another by third party agencies such as the Department of State Architect (DSA), County Department of Health Services, etc. It is not unusual for these agencies to add or change requirements during the construction process and/or after the bid has been awarded.

This change order is due to Change in Scope by the District. As a result of the condition of the main buildings at Lincoln Acres School, in consultation with the Contractor, District Staff requested that Kronos Painting remove a portion of the exterior stucco and to reapply fresh stucco. This was done in order to extend the life of the paint, and was required for general maintenance of the exterior surface.

Recommended Motion: Approve change order

Financial Impact: \$10,000  
One time cost  
Deferred Maintenance Funds/General Fund

October 12, 2016

Agenda Item: **16.B. Authorize renewal of contract #CT3179 with Diamond Jack Enterprises, Inc. for Fresh Fruits and Vegetables for the 2016-2017 school year.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This bid was originally approved by the Governing Board on July 15, 2015 for use during the 2015-2016 school year. The bid includes a contract extension clause, which allows the District the right to award the contract for one and/or two additional years.

Comments: New pricing was received from Diamond Jack within the agreed upon contract terms.

Recommended Motion: Authorize renewal of contract

Financial Impact: Estimated \$500,000  
Annual cost  
CNS Funds

Attachments:  
CT3179

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of June, 2015, by and between the National School District, San Diego County, California, hereinafter called the District, and DJE, INC, hereinafter called the Vendor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

### 1. THE CONTRACT DOCUMENTS

The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, The Accepted Bid, the General Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

### 2. THE MATERIALS AND SUPPLIES

The Vendor agrees to furnish the item or items of the stated bid listed herein and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

(List of Items awarded is attached as Page \_\_\_\_\_ of the Agreement.)

### 3. TERMINATION FOR BREACH

If the said Vendor falls or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

### 4. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

### 5. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump-sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

**6. HOLD HARMLESS**

The Vendor agrees to save harmless, defend, and to indemnify the Owner from every claim of demand, which may be made by reason of:

- a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation directly, or indirectly employed by his upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work, the Vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

**7. THE DISTRICT'S INSPECTOR**

All items shall be subject to the inspection of the ordering District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

**8. REMOVAL OF REJECTED ITEMS**

All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**9. DELAY DUE TO UNFORESEEN OBSTACLES**

The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

**10. ASSIGNMENT OF CONTRACT**

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

**11. ATTORNEYS' FEES**

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

**12. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.

15. **PERMITS AND LICENSES REQUIRED OF THE VENDOR**

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

16. **CONDITIONAL BID**

The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

17. **CONTRACT EXTENSION**

The Governing Board reserves the right to award this contract for one and/or two additional years, provided all original conditions have been met to the satisfaction of the District.

18. **COMPONENT PARTS OF THE CONTRACT.**

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bids  
Information for Bidders  
Bid Form, as accepted  
Noncollusion Affidavit  
Renewal Clause  
Bid Proposal Form  
Instructions for Bid Form

Agreement  
Bid Bond  
Vendor's Certificate Regarding Workers' Compensation  
General Conditions  
Appendix A  
Addenda Numbers \_\_\_\_, \_\_\_\_, \_\_\_\_, as issued

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

**VENDOR:**

By

  
WILLIAM D. CONNERS  
Printed Name of Authorized Signatory

Its

PRESIDENT/CEO

(Corporate Seal)

**DISTRICT:** National School District

By

  
CHRIS CARSON  
Printed Name of Authorized Signatory

Governing Board Date

7/15/15

October 12, 2016

Agenda Item: **16.C. Discuss and authorize the Assistant Superintendent of Business Services to advertise for Bid #16-17-165 for Tree Trimming and Removal.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary /  
Abstract: This project will allow for much needed tree trimming throughout the school district. There are currently approximately 618 trees in need of trimming or removal for various reasons as identified by the Maintenance, Operations, and Facilities Department.

Comments: This project is necessary for general landscaping upkeep at all school sites. Trimming addresses potential safety issues, general aesthetics, and the overall health of the trees.

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

October 12, 2016

Agenda Item: **16.D. Accept the following gifts:**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$400.00 from Central School second grade teachers to Central School to be used for field trip transportation.
2. \$401.65 from Ira Harbison PTO to Ira Harbison School to be used for field trip transportation.
3. \$496.00 from Lifetouch to Ira Harbison School to be used for school and classroom supplies.
4. \$798.00 from Lifetouch to Las Palmas School to be used for student incentives.
5. \$571.00 from Lifetouch to Palmer Way School to be used for school sixth grade camp.
6. \$40.00 from United Cerebral Palsy Association to Ira Harbison School for school and classroom supplies.

Quick Summary / Abstract:

- Second Grade Teachers at Central School have an interest in supporting youth.
- Ira Harbison PTO works throughout the year to support various programs at Ira Harbison School and National School District.
- Lifetouch Portrait Company is a community partner with an interest in supporting youth.
- United Cerebral Palsy Association of San Diego County is to advance the independence, productivity and full citizenship of people affected by cerebral palsy and other disabilities. By making solid steps, UCP can build a better community for all in the process.

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

Recommended Motion: Accept gifts

October 12, 2016

Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **17.A. Board Workshop and discussion of fundraiser protocols.**

Speaker: Leighangela Brady, Superintendent

October 12, 2016

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

Agenda Item: **19. ADJOURNMENT**