



# Governing Board Agenda

**February 10, 2021**

## **Welcome**

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

## **Our Governance Team**

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

### **Maria Betancourt-Castañeda, Board Clerk**

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

### **Leighangela Brady, Secretary**

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

### **Maria Dalla, Board President**

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

### **Michelle Gates, Board Member**

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

### **Rocina Lizarraga, Board Member**

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

### **Alma Sarmiento, Board Member**

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

## **This meeting may be recorded**

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

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

## Speaking to the Board

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

## Compliance with Americans with Disabilities Act

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

## Translation Services

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

## Equal Opportunity Employer

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



**NATIONAL  
SCHOOL DISTRICT**

**CORE VALUES**



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

**VISION**

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



**MISSION**

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





## REGULAR MEETING OF THE GOVERNING BOARD

The public may view the meeting by accessing the following link:

<https://meet.google.com/hnk-ossr-rur>

To listen to the meeting, please call (US)+1 260-333-5544 PIN: 893 587 933#

National School District employees can also use the live stream link to view the meeting:

<https://stream.meet.google.com/stream/f6d8ad29-38f1-4123-aa98-47f416d7592b>

*(If you are having trouble with any of the above links, please try copying and pasting the links to the address bar in your browser.)*

Wednesday, February 10, 2021

Open Session -- 6:00 p.m.

### NOTICE

This meeting will be conducted in accordance with Governor Newsom's Executive Order 28-20 relating to the COVID-19 pandemic. Due to applicable Public Health Orders issued by the County Health Officer, the National School District will not be open to the public.

### AGENDA

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

<https://forms.gle/PncUiheKPBWXAtu6A>

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Such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

### NATIONAL SCHOOL DISTRICT

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

*Creating Successful Learners... Now*

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PRESENTATIONS**

**4.A.** Presentation of National School District School Plan for Student Achievement.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**4.B.** Introduce and welcome the new employees.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**5. PUBLIC COMMUNICATIONS**

Maria Dalla,  
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board’s subject matter jurisdiction. If you wish to address the Board, please submit a “Request for Oral Communications” form in the link provided below:

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**6. AGENDA**

**6.A.** Accept Agenda.

Maria Dalla,  
Board President

**7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Maria Dalla,  
Board President

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

**7.A. Minutes**

**7.A.I.** Approve the minutes of the Regular Board Meeting held on January 27, 2021.

Dr. Leighangela Brady, Superintendent

**7.B. Administration- None**

Dr. Leighangela Brady, Superintendent

**7.C. Human Resources**

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**7.D. Educational Services**

**7.D.I.** Approve #CT3794 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3708625.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.II.** Approve #CT3797 with Rancho Coastal Speech Therapy to provide an Independent Educational Evaluation (IEE) for student #3711425.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.III.** Approve #CT3798 with Connect 4 Kids to provide an Independent Educational Evaluation (IEE) for student #3711425.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.E. Business Services**

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

Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

**8. GENERAL FUNCTIONS**

**8.A.** Updates and discussion on the Coronavirus (COVID-19) pandemic.

Dr. Leighangela Brady, Superintendent

**8.B.** Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Maria Betancourt-Castañeda, Maria Dalla, Michelle Gates, and Rocina Lizarraga.

Dr. Leighangela Brady, Superintendent

**9. EDUCATIONAL SERVICES**

**9.A.** Presentation on the required elements for the charter renewal by Integrity Charter School.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**9.B.** Conduct a public hearing on the renewal petition of Integrity Charter School.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10. HUMAN RESOURCES- None**

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**11. BUSINESS SERVICES**

**11.A.** Presentation of the services provided by the National School District Transportation Department.

Dr. Lis Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12. BOARD/CABINET COMMUNICATIONS**

**13. ADJOURNMENT**

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

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary /

Abstract:

Board:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Lis Johnson, Interim Assistant Superintendent-Business Services

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PRESENTATIONS**

Agenda Item: **4.A. Presentation of National School District School Plan for Student Achievement.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick  
Summary /  
Abstract: The Governing Board accepted the draft School Plan for Student Achievement (SPSA) from each school at the January 27, 2021 meeting. Dr. Kraft will share celebrations and highlights from each schools' SPSA development, and volunteer School Site Council representatives will be in attendance to receive feedback or answer any questions for Trustees.



Agenda Item: **4.B. Introduce and welcome the new employees.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the January 27, 2021 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

	<b>Introduce &amp; Welcome 2/10/21</b>	
<b>Name</b>	<b>Position</b>	<b>Location</b>
Janette Garcia	Teacher of Special Day Class- Mild/Moderate K-6	Central School

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

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Agenda Item: **6. AGENDA**  
Agenda Item: **6.A. Accept Agenda.**  
Speaker: Maria Dalla, Board President  
Recommended Motion: Accept Agenda

Agenda Item: **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Maria Dalla, Board President

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

Recommended Motion: Approve Consent Calendar

Agenda Item: **7.A. Minutes**

Agenda Item: **7.A.I. Approve the minutes of the Regular Board Meeting held on January 27, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes- 01/27/21

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

January 27, 2021

6:00 PM

Virtual <https://meet.google.com/nji-dgde-rqv>

## **1. CALL TO ORDER**

Board President, Maria Dalla, called the meeting to order at 6:00 p.m.

## **2. PLEDGE OF ALLEGIANCE**

Board President, Maria Dalla, led the Pledge of Allegiance.

## **3. ROLL CALL**

### **Attendance taken at 6:02 p.m.:**

#### Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

## **4. PRESENTATIONS**

### **4.A. Recognize District winners of the 16 Weeks of STEAM Artwork Competition.**

Dr. Wendy O'Connor shared a video with the winners of the 16 Weeks of STEAM artwork competition.

### **4.B. Superintendent's mid-year presentation on National School District progress.**

Dr. Leighangela Brady, Superintendent, gave her mid-year presentation on the progress at National School District.

### **4.C. Introduce and welcome the new employees.**

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

## **5. PUBLIC COMMUNICATIONS**

Ms. Jennifer Reynolds, Library Media Specialist, spoke regarding agenda item 8D.

Mr. David Thatcher, parent, spoke regarding agenda item 8D.

Kara Morales, Library Media Specialist, spoke regarding agenda item 8D.

Tamlyn McKean, Teacher, spoke regarding agenda item 8D.

Christina Benson, Teacher/NCETA, spoke regarding agenda item 8D.

## **6. AGENDA**

### **6.A. Accept Agenda.**

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** Approve Consent Calendar passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **7.A. Minutes**

**7.A.I. Approve the minutes of the Regular Board Meeting held on December 15, 2020.**

**7.A.II. Approve the minutes of the Special Board Meeting held on January 19, 2021.**

**7.A.III. Approve the minutes of the Special Board Meeting held on January 21, 2021.**

### **7.B. Administration**

**7.B.I. Adopt Resolution #20-21.31 regarding absence of Board Member Maria Dalla due to illness.**



**7.B.II. Adopt Resolution #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.**

**7.B.III. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

**7.C. Human Resources**

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

**7.C.II. Accept the employee resignations/retirements.**

**7.D. Educational Services**

**7.D.I. Approve School Accountability Report Cards (SARC) for all school sites for the 2019-2020 school year (Exhibit A).**

**7.D.II. Approve contract #CT3789 with Club Xcite Innovative Educational Services to provide specialized academic services for student #3708427 for the 2020-2021 school year.**

**7.D.III. Approve contract #CT3790 with Rancho Coastal Speech Therapy to provide an Independent Education Evaluation (IEE) for student #3708625.**

**7.E. Business Services**

**7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit B.**

**8. GENERAL FUNCTIONS**

**8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Dr. Brady, along with Executive Cabinet, updated the Governing Board on District-wide collaboration during the COVID-19 pandemic. These updates included discussion on the Safe Reopening Plan, Crosswalk document for the plan, and timeline guidelines for reopening schools.

**8.B. Approve an increase to the District's maximum contribution toward Health and Welfare Benefits to \$15,086 for all confidential, supervisory, and management personnel for the 2020-2021 school year.**

**Motion Passed:** Approval of increase toward Health and Welfare Benefits passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda  
Yes Ms. Maria Dalla  
Yes Ms. Michelle Gates  
Yes Ms. Rocina Lizarraga  
Yes Ms. Alma Sarmiento

**8.C. Adjust monthly stipend for Governing Board Members.**

**Following discussion, Subsidiary Motion Passed:** Vote to table item passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla

Yes Ms. Maria Betancourt-Castañeda  
Yes Ms. Maria Dalla  
Yes Ms. Michelle Gates  
Yes Ms. Rocina Lizarraga  
Yes Ms. Alma Sarmiento

**8.D. Discussion of Budget Reduction Plan.**

**Motion Passed:** Following discussion, acceptance of the draft plan passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda  
Yes Ms. Maria Dalla  
Yes Ms. Michelle Gates  
Yes Ms. Rocina Lizarraga  
Yes Ms. Alma Sarmiento

At 9:30 p.m., Board President, Maria Dalla, called the meeting to a recess.

At 9:35 p.m., Board President, Maria Dalla, reconvened the public meeting.

## **9. EDUCATIONAL SERVICES**

### **9.A. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2020-2021 school year.**

**Motion Passed:** Following discussion, approval of the Plans passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **9.B. Accept draft of School Plan for Student Achievement for the 2020-2021 school year for National School District Schools.**

**Motion Passed:** Acceptance of the draft plan for Student Achievement passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **9.C. Accept request for Integrity Charter School for charter renewal with the National School District for 2021-2026.**

**Motion Passed:** Following discussion, acceptance request for Integrity Charter School passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## 10. HUMAN RESOURCES

### 10.A. Amend employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.

**Motion Passed:** Following discussion, amendment of employment contract #CT3775 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda  
Yes Ms. Maria Dalla  
Yes Ms. Michelle Gates  
Yes Ms. Rocina Lizarraga  
Yes Ms. Alma Sarmiento

### 10.B. Amend contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.

**Motion Passed:** Amendment of contract #CT3776 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda  
Yes Ms. Maria Dalla  
Yes Ms. Michelle Gates  
Yes Ms. Rocina Lizarraga  
Yes Ms. Alma Sarmiento

### 10.C. Approve Practicum Agreement #CT3793 with Chemeketa Community College to establish training programs in Speech-Language Pathology Assistant and National School District from January 2021-January 2022.

**Motion Passed:** Following discussion, approval of Agreement #CT3793 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda  
Yes Ms. Maria Dalla  
Yes Ms. Michelle Gates  
Yes Ms. Rocina Lizarraga  
Yes Ms. Alma Sarmiento

## **11. BUSINESS SERVICES**

### **11.A. Approve the District Annual Developer Fee Report for Fiscal Year 2019-2020.**

Motion Passed: Following discussion, approval of Annual Developer Fee Report passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## **12. BOARD/CABINET COMMUNICATIONS**

Ms. Sarmiento shared that she has been assisting her grandchildren during distance learning and she is hearing that lower grade students are doing well. She shared she is gratified to see the way things are going with students and with teachers actively participating.

Ms. Betancourt-Castañeda thanked everyone who participated in the meeting and congratulated the District winners of the 16 Weeks of STEAM Artwork Competition. She thanked everyone who sent emails and letters in honor of Board appreciation month and expressed it was nice to be recognized, especially during these difficult times. She wished everyone a good night and wished Dr. Kraft a happy birthday.

Ms. Gates expressed her condolences to everyone who has lost loved ones recently and shared that her thoughts and prayers are with them. She thanked everyone for the care and appreciation for Board appreciation month and expressed it has made her feel welcomed as a new Board member. She congratulated the District winners of the 16 Weeks of STEAM Artwork Competition, and thanked the community sponsors who supported the endeavor, and sent a message of encouragement for all students.

Ms. Lizarraga expressed her heartfelt appreciation for the letters in honor of Board appreciation month she received. She encouraged everyone to step back and take a deep breath in preparation of the tough times that are coming. She reiterated that they are here to exhaust all potential scenarios to do the best for everyone, keeping children in mind. She wished everyone a good night and thanked Dr. Brady for her presentation.

Dr. Kraft gave the Governing Board details regarding academic support that will begin on Monday, February 1, 2021. Her updates included information regarding combining schools, maintaining guidance of cohorts, continuing with a 14:1 ratio, and possibility of more classrooms on site.

Dr. Johnson thanked the Governing Board for listening to a very complex presentation and for asking deep questions that help them figure out the best way to support a very difficult issue. She expressed her appreciation for their patience with the presentation technology and for the opportunity to work with the District. She wished Dr. Kraft a happy birthday.

Dr. Hernandez congratulated the District winners of the 16 Weeks of STEAM Artwork Competition. She welcomed the new employee and wished Dr. Kraft a happy birthday. She shared that the talk of layoffs weighs very heavily on her personally, and she informed staff that the Human Resources Department is available for any support needed during these times. She wished everyone a good night.

Dr. Brady wished Dr. Kraft a happy birthday and reminded the Governing Board of the upcoming Special Board meeting date change. She wished them a happy Board recognition month and expressed her appreciation for their work behind the scenes and for the decisions they make in the best interest of children.

Ms. Dalla wished Dr. Kraft a happy birthday and welcomed Ms. Lydia Ferrer, Speech Language Pathologist Assistant, to the District. She shared a message for the Governing Board, urging to keep in mind that what they do is a very difficult task, and to remember that it is for the children. The parents of the children and the community have entrusted them to this very important position and with making decisions for them. She expressed that she knows this is difficult, but they must continue to do their job. She wished everyone a good night and to keep safe.

### **13. ADJOURNMENT**

Board President, Maria Dalla, adjourned the meeting at 10:20 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **7.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

Agenda Item: **7.C. Human Resources**

Agenda Item: **7.C.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:  
Staff Recommendations



**CERTIFICATED STAFF RECOMMENDATIONS  
February 10, 2021**

Name                      Position                      Effective Date                      Placement                      Funding Source

**Employment**

None				
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**Temporary Employment**

1. Kelsey Ryan	Temporary Classroom Teacher 6.58 hours per day 185 days per year Ira Harbison School	February 11, 2021 to June 9, 2021	Class 1, Step 1	General Fund
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**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Leave of Absence**

None				
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**CLASSIFIED STAFF RECOMMENDATIONS  
February 10, 2021**

Name                      Position                      Effective Date                      Placement                      Funding Source

**Employment**

None				
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**Temporary Employment**

None				
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**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Leave of Absence**

None				
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Agenda Item: **7.D. Educational Services**

Agenda Item: **7.D.I. Approve #CT3794 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3708625.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of #CT3794 will allow student #3708625 to receive an Independent Educational Evaluation (IEE) in the area of Psychoeducation.

The terms of the contract are from February 11, 2021 to February 10, 2022.

Comments: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R §300.502(a)(2),(a)(1)].

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including psychoeducation.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Recommended Motion: Approve #CT3794 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3708625.

Financial Impact: Contract cost: Not to exceed \$3,710  
Additional staffing costs: \$0  
Other cost: \$0  
Annual cost: \$0  
General Fund: Special Education

Attachments:  
CT3794

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
Fund                      Res                      Goal                      Function                      Object                      Site

Contract No. CT3794

## National School District Independent Contractor Agreement

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

**San Diego Brainworks** 5820 Oberlin Dr Suite 203

Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA</u>	<u>92121</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

1. San Diego Brainworks will provide an independent educational evaluation for student #3708625 in the area of psychoeducation up to the maximum SELPA approved amount of \$3,710.00
  
2. Term. Contractor shall commence providing services under this Agreement on February 11, 2021, and will diligently perform as required and complete performance by February 10, 2022.
  
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed thirty seven hundred and ten Dollars (\$3,710.00). District shall pay Contractor according to the following terms and conditions: after completion of services and upon receipt of the invoice with required documentation

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

N/A

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

N/A

---

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

8. Confidentiality and Use of Information.
- a Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

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

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- a Liability for damages for: 1 death or bodily injury to person; 2 injury to, loss or theft of property; or 3 any other loss, damage or expense arising out of 1 or 2 above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
  - b Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

- c Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty 30 day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker s Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker s Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- |                 |   |
|-----------------|---|
| For District:   | 1500 N Avenue<br>National City, CA 91950                          |
| For Contractor: | <u>5820 Oberlin Drive, Ste. 203</u><br><u>San Diego, CA 92121</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: a personal service or b by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 11 day of February, 2021.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

Dr.Lisbeth A. Johnson  
Typed or Printed Name

Interim Assistant Superintendent, Business  
Title

**Board Approval Date:** \_\_\_\_\_

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

Joanna Savarese, Ph.D.  
Typed Name

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

858-914-1347  
Area Code Telephone Number



Agenda Item: **7.D.II. Approve #CT3797 with Rancho Coastal Speech Therapy to provide an Independent Educational Evaluation (IEE) for student #3711425.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of #CT3797 will allow student #3711425 to receive an Independent Education Evaluation in the area of Speech and Language Pathology.

The terms of the contract are February 11, 2021 - February 10, 2022.

Comments: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R §300.502(a)(2),(a)(1)].

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including speech and language.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Recommended Motion: Approve #CT3797 with Rancho Coastal Speech Therapy to provide an Independent Educational Evaluation (IEE) for student #3711425.

Financial Impact: Contract cost: Not to exceed \$1,650  
Additional staffing costs: \$0  
Other cost: \$0  
Annual cost: \$0  
General Fund: Special Education

Attachments:  
CT3797

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
Fund Res Goal Function Object Site

Contract No. \_\_\_\_\_

## National School District Independent Contractor Agreement

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

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Term. Contractor shall commence providing services under this Agreement on \_\_\_\_\_, \_\_\_\_\_, and will diligently perform as required and complete performance by \_\_\_\_\_, \_\_\_\_\_.

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

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:

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
  - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
 

For District:                   1500 N Avenue  
  National City, CA 91950

For Contractor:               \_\_\_\_\_

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

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

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Title

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

**Board Approval Date:** \_\_\_\_\_

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

Agenda Item: **7.D.III. Approve #CT3798 with Connect 4 Kids to provide an Independent Educational Evaluation (IEE) for student #3711425.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of #CT3798 will allow student #3711425 to receive an Independent Education Evaluation in the area of Psycho-Educational.

The terms of the contract are February 11, 2021 - February 10, 2022.

Comments: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R §300.502(a)(2),(a)(1)].

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including psycho-educational.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Recommended Motion: Approve #CT3798 with Connect 4 Kids to provide an Independent Educational Evaluation (IEE) for student #3711425

Financial Impact: Contract cost: Not to exceed \$3,710  
Additional staffing costs: \$0  
Other cost: \$0  
Annual cost: \$0  
General Fund: Special Education

Attachments:  
CT3798



[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
Fund Res Goal Function Object Site

Contract No. \_\_\_\_\_

## National School District Independent Contractor Agreement

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

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Term. Contractor shall commence providing services under this Agreement on \_\_\_\_\_, \_\_\_\_\_, and will diligently perform as required and complete performance by \_\_\_\_\_, \_\_\_\_\_.

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

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:

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
  - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:                   1500 N Avenue  
   National City, CA 91950

For Contractor:               \_\_\_\_\_

  \_\_\_\_\_

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

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

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Title

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

**Board Approval Date:** \_\_\_\_\_

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

Agenda Item: **7.E. Business Services**

Agenda Item: **7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

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

Agenda Item: **8. GENERAL FUNCTIONS**

Agenda Item: **8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: Administration will provide the Board with an update on actions being taken during the Coronavirus (COVID-19) pandemic. Board members will have an opportunity to ask questions and engage in deeper discussion around National School District's current and next steps in navigating this world-wide crisis.



Agenda Item: **8.B. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Maria Betancourt-Castañeda, Maria Dalla, Michelle Gates and Rocina Lizarraga.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Established in 1976, the National Association of Latino Elected and Appointed Officials (NALEO) whose constituency includes the nation's more than 6,000 elected and appointed Latino officials.

The NALEO Educational Fund is the nation's leading non-profit organization that facilitates full Latino participation in the American political process, from citizenship to public service. Established in 1981, the NALEO Educational Fund is making significant contributions to the progress of the nation's 45.5 million Latinos.

Recommended Motion: Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Maria Betancourt-Castañeda, Maria Dalla, Michelle Gates, and Rocina Lizarraga.

Financial Impact: Membership cost: \$400 (\$100 per person)  
Additional staffing costs: \$0  
Other cost: \$0  
Annual cost  
General Fund

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Presentation on the required elements for the charter renewal by Integrity Charter School.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The Integrity Charter staff will present information on each of the required elements of their charter petition the meet the legal requirements of the renewal application.

Agenda Item: **9.B. Conduct a public hearing on the renewal petition of Integrity Charter School.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: As per the provisions of the Charter School Act (1992) and the updates of Assembly Bill AB1505 District Governing Boards have 30–60 days to conduct the first public hearing to consider the level of support for a petition for a charter school renewal.

Agenda Item: **10. HUMAN RESOURCES**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: None

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Presentation of the services provided by the National School District Transportation Department.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent

Quick Summary / Abstract: The National School District Transportation Department provides transportation services for approximately 513 National School District students on a daily basis during the regular school year. Ms. Candy Byerly, Director, Transportation, will provide a presentation to the Governing Board regarding the services the National School District Transportation Department provides to its students.

Comments: Ms. Byerly will provide the Governing Board with an overview of the Transportation Department busing operations including legal requirements, compliance safety protocols for bus drivers, and required oversight responsibilities of the Director of Transportation. School bus drivers transport students safely to and from District schools within nine square miles in the National City School boundary areas and to five non-public schools in San Diego and the Grantville areas on a daily basis. Forty-one students are also currently being transported to six District schools for Academic Support Programs. In addition, four students are transported daily to three of the five non-public schools.

Agenda Item:

**12. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **13. ADJOURNMENT**