



SPECIAL MEETING OF THE GOVERNING BOARD

Written notice is hereby given, in accordance with Education Code Section 35144 and Government Code Section 54957.6, that a special meeting of the Governing Board of the National School District will be held as follows:

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

Wednesday, March 18, 2020

Closed Session -- 4:45 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.

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. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION- 4:45 p.m.

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

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10. GENERAL FUNCTIONS

10.1. Adopt resolution #19-20.22, delegating authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

11. EDUCATIONAL SERVICES

11.1. Approve purchase of Team Viewer subscription for National School District (NSD).

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12. HUMAN RESOURCES

12.1. Ratify employment agreement #3722 with Ernest Anastos as Administrative Support to Lincoln Acres Elementary School.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.2. Ratify employment agreement #3723 with Lisbeth Johnson as Interim Assistant Superintendent of Business Services.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13. ADJOURNMENT



Barbara Avalos, Board President

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, 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. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

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

Agenda Item: **4. CLOSED SESSION- 4:45 p.m.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54957:
Title: Superintendent

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

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

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

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

Agenda Item: **8. ROLL CALL**

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

Staff:
Dr. Leighangela Brady, Superintendent-Administration
Mr. Christopher Carson, Assistant Superintendent-Business Services
Dr. Leticia Hernandez, Assistant Superintendent-Human Resources
Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **9. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, 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. Anyone wishing to address the Board can 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. 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.

Agenda Item: **10. GENERAL FUNCTIONS**

Agenda Item: **10.1. Adopt resolution #19-20.22, delegating authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In consultation with local public health agencies and the San Diego County Office of Education, the National School District ordered all schools to close in order to curb the potential transmission of COVID-19, beginning March 16, 2020 until further notice.

Comments: Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board's powers and duties, and the Board desires to delegate to the District Superintendent or designee certain powers and duties to address the Coronavirus (COVID-19) pandemic.

Recommended Motion: Adopt resolution #19-20.22, delegating authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).

Attachments:
Resolution #19-20.22

National School District Resolution

#19-20.22

EMERGENCY RESOLUTION

RESOLUTION DELEGATING AUTHORITY TO TAKE NECESSARY ACTION TO PROTECT STUDENTS AND STAFF FROM THE SPREAD OF CORONAVIRUS (COVID-19)

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus ("COVID-19");

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20, directing Californians to cancel large public gatherings and to enforce social distancing;

WHEREAS, in consultation with local public health agencies and the San Diego County Office of Education, the National School District ("District") ordered all schools to close in order to curb the potential transmission of COVID-19, beginning March 16, 2020 until further notice;

WHEREAS, on March 13, 2020, Governor Newsom issued Executive Order N-26-20, specifying the services the District must provide to receive state funding during school closures;

WHEREAS, Article I, Section 28, of the California Constitution declares that "[a]ll students and staff of public, primary, elementary, junior high, and senior high school . . . have the inalienable right to attend campuses which are safe, secure and peaceful"; and

WHEREAS, Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board's powers and duties, and the Board desires to delegate to the District Superintendent or designee certain powers and duties to address the Coronavirus (COVID-19) pandemic.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board hereby declares the existence of an ongoing public health emergency within the District arising from the COVID-19 pandemic.

BE IT FURTHER RESOLVED AND ORDERED the Superintendent or designee is hereby delegated the authority to take all appropriate action to respond to the COVID-19 pandemic, including, but not limited to, any action:

- To ensure and protect the welfare, safety and educational wellbeing of all students;
- To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- To provide necessary staffing and instruction;
- To modify school and work schedules;
- To declare an emergency pursuant to Government Code § 3100 *et seq.*, and to assign District employees (in their capacity as disaster service workers) to perform such disaster service activities as may be assigned to them;
- By unanimous vote pursuant to section 20113 of the Public Contract Code and subject to approval by the San Diego County Superintendent of Schools, to execute contracts without advertising or inviting bids; and, notwithstanding section 20114, authorize the flexibility of maintenance and operations, to respond to the emergency conditions at District Sites;
- To exercise the provisions of California Public Contract Code section 20113 on the determination that an emergency condition exists because of COVID-19 and related extraordinary conditions.
- To cancel or modify any activities, programs, or courses, up to and including the temporary closure of any of the District's schools.
- To protect District property.
- To determine, in consultation with the Board, the reopening of schools when the emergency conditions cease to exist and take such action to reopen schools; and
- To make further declarations of emergency and to take emergency action as permitted by law.

BE IT FURTHER RESOLVED AND ORDERED that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

BE IT FURTHER RESOLVED AND ORDERED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and pupils thereof. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

Resolution #19-20.22
Date March 18, 2020
Page 3

PASSED AND ADOPTED by the following vote of the Board of Education of the National School District, County of San Diego, State of California on March 18, 2020.

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.

Governing Board President

Secretary to the Governing Board

Agenda Item:	11. EDUCATIONAL SERVICES
Agenda Item:	11.1. Approve purchase of Team Viewer subscription for National School District (NSD).
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this item will provide National School District the technology to remotely manage, monitor and protect all technology devices. This remote management will provide the NSD the capacity to resolve technology issues through virtual "tech service" via a central device.
Recommended Motion:	Approve purchase of Team Viewer subscription for National School District (NSD).
Financial Impact:	Contract cost: Not to exceed \$5,000 Additional staffing costs: \$0 Other costs: \$0 One time cost General Fund

Agenda Item: **12. HUMAN RESOURCES**

Agenda Item: **12.1. Ratify employment agreement #3722 with Ernest Anastos as Administrative Support to Lincoln Acres Elementary School.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Barbara Avalos

Quick Summary / Abstract: Administrative support will be provided for Lincoln Acres Elementary School.

Recommended Motion: Ratify employment agreement #3722 with Ernest Anastos as Administrative Support for Lincoln Acres Elementary School until June 3, 2020.

Financial Impact: Contract cost: Not to exceed \$35,000.
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT#3722

Fund	Res	Goal	Function	Object	School
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Contract No. 3722

Employee/Contractor Agreement National School District

This agreement is hereby entered into this 9 day of March, 2020, by and between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Ernest Anastos

Contractor

Taxpayer ID Number

Mailing Address

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

1. Services to be provided by Contractor. Administrative Support for Lincoln Acres Elementary School at

Location

2. Term. Contractor shall provide services under this Agreement on March 9, 2020, and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-Five Thousand Dollars (\$35,000). District shall pay Contractor through payroll the month following rendered 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:

N/A

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:

N/A

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:

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.

NATIONAL SCHOOL DISTRICT

EMPLOYEE/CONTRACTOR

Signature of Authorized Agent
Leticia Hernandez

Typed or Printed Name
Assistant Supt. Human Resources

Title

Signature of Authorized Agent
Ernest Anastos

Typed Name

Social Security #

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **12.2. Ratify employment agreement #3723 with Lisbeth Johnson as Interim Assistant Superintendent of Business Services.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Support will be provided for the Business Services Department.

Recommended Motion: Ratify employment agreement #3723 with Lisbeth Johnson as Interim Assistant Superintendent of Business Services until June 30, 2020.

Financial Impact: Contract cost: Not to exceed \$45,000.
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT#3723

Contract No. 3723

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.
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10. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
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NATIONAL SCHOOL DISTRICT

EMPLOYEE/CONTRACTOR

Signature of Authorized Agent
 Leticia Hernandez
 Typed or Printed Name
 Assistant Supt. Human Resources
 Title

Signature of Authorized Agent
 Lisbeth Johnson
 Typed Name
 Social Security #

Board Approval Date: _____

 (Area Code) Telephone Number

Agenda Item: **13. ADJOURNMENT**