



# Governing Board Agenda

**May 12, 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.

## Meeting Conduct

Per Government Code 54957.9, the Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

## 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.





## REGULAR MEETING OF THE GOVERNING BOARD

Administrative Center  
Wednesday, May 12, 2021  
1500 "N" Avenue National City, CA 91950  
Closed Session – 5:00 p.m.  
Open Session -- 6:00 p.m.

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

<https://meet.google.com/ait-crsv-uxn>

To listen to the meeting, please call (US) +1 405-695-6222 PIN: 585 531 385#  
*(long distance charges may apply)*

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

<https://stream.meet.google.com/stream/9df1910c-cb15-43e5-8162-0fdec874aed1>

*(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.)*

### 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

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**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**

Maria Dalla,  
Board President

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**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION - 5:00 p.m.**

Closed session in accordance with Government Code Section 54957.6:

**CONFERENCE WITH LABOR NEGOTIATOR**

Agency negotiator: Dr.Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

**7. PLEDGE OF ALLEGIANCE**

**8. ROLL CALL**

## 9. PUBLIC COMMUNICATIONS

Maria Dalla,  
Board President

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## 10. AGENDA

### 10.A. Accept Agenda.

Maria Dalla,  
Board President

## 11. APPROVE CONSENT AGENDA/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.

### 11.A. Minutes

**11.A.I.** Approve the minutes of the Special Board Meeting held on April 26, 2021.

Dr. Leighangela  
Brady, Superintendent

**11.A.II.** Approve the minutes of the Special Board Meeting held on April 28, 2021.

Dr. Leighangela  
Brady, Superintendent

**11.A.III.** Approve the minutes of the Regular Board Meeting held on April 28, 2021.

Dr. Leighangela  
Brady, Superintendent

### 11.B. Administration – None

Dr. Leighangela  
Brady, Superintendent

**11.C. Human Resources**

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**11.D. Educational Services**

**11.D.I.** Approve contract #CT3830 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3709544.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**11.D.II.** Approve contract #CT3831 with Academic Cognitive Connections to provide an Independent Education Evaluation (IEE) for student #3708427.

Dr. Sharmila Kraft,  
Assistant  
Superintendent  
Educational Services

**11.E. Business Services**

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

Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**11.E.II.** Adopt annual Resolutions #20-21.44 through #20-21.47 for the 2021-2022 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2021.

Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**12. GENERAL FUNCTIONS**

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

Dr. Leighangela  
Brady, Superintendent

**12.B.** Discussion on Board meeting parliamentary procedure.

Maria Dalla,  
Board President

**13. EDUCATIONAL SERVICES**

**13.A.** Presentation of the National School District's reclassification procedures.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.B.** Approve #CT3823 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools to provide a Multilingual California Project (MCAP) for the National School District for the 2020-2021 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

#### **14. HUMAN RESOURCES**

**14.A.** Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from the National School District (NSD) to the California School Employee Association (CSEA) and its Chapter 206 for the 2021-2022 school year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**14.B.** Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 for the 2021-2022 School Year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**14.C.** Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from the National City Teachers Association (NCETA) to the National School District for a new successor agreement.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**14.D.** Conduct Public Hearing pursuant to Government Code Section 3457 regarding the initial proposal from the National School District to the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Dr. Leticia Hernandez,  
Assistant  
Superintendent Human  
Resources

**14.E.** Adopt initial proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Dr. Leticia Hernandez,  
Assistant  
Superintendent Human  
Resources

#### **15. BUSINESS SERVICES - None**

Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

#### **16. BOARD WORKSHOP**

#### **17. BOARD/CABINET COMMUNICATIONS**

#### **18. ADJOURNMENT**

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

Agenda Item: **2. 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: **3. ADJOURN TO CLOSED SESSION**

Agenda Item: **4. CLOSED SESSION - 5:00 p.m.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: Dr.Leticia Hernandez  
Employee organizations: California School Employees Association  
National City Elementary Teachers Association

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

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

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



Agenda Item: **8. 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

Mr. Arik Avanesyans, Assistant Superintendent-Business Services

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **9. 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: **10. AGENDA**

Agenda Item: **10.A. Accept Agenda.**

Speaker: Maria Dalla, Board President

Recommended  
Motion: Accept Agenda

Agenda Item: **11. APPROVE CONSENT AGENDA/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 Agenda

Agenda Item: **11.A. Minutes**

Agenda Item: **11.A.I. Approve the minutes of the Special Board Meeting held on April 26, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Board Minutes-4/26/21

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

April 26, 2021

4:00 PM

<https://drive.google.com/file/d/1iirpD4dE4GKRfojzS0xnDjL2zKUVOLQF/view?usp=sharing>

**1. CALL TO ORDER**

Board President, Maria Dalla called the meeting to order at 4:02 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 4:03 p.m.:**

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. EDUCATIONAL SERVICES**

**5.1. Presentation and input for National School District's Local Control Accountability Plan (LCAP).**

Board President, Maria Dalla, welcomed the group and discussed the purpose of the meeting. She shared National School District's vision and explained the Board Members role in hearing stakeholder input for the purpose of developing this year's Local Control Accountability Plan (LCAP).

Dr. Sharmila Kraft gave a presentation on the National School District (LCAP). Board members and members of the audience gave input on the LCAP.

**6. ADJOURNMENT**

Board President, Maria Dalla, adjourned the meeting at 6:24 p.m.

\_\_\_\_\_  
Clerk of the Governing Board

\_\_\_\_\_  
Secretary to the Governing Board

DRAFT

Agenda Item: **11.A.II. Approve the minutes of the Special Board Meeting held on April 28, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Board Minutes-4/28/21



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

April 28, 2021  
4:30 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Maria Dalla called the meeting to order at 4:33 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 4:34 p.m.:**

Present:

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

Board President, Maria Dalla took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. ADJOURN TO CLOSED SESSION**

**6. CLOSED SESSION - 4:30 P.M.**

Closed session was held from 4:33 p.m. to 5:36 p.m.

No action was taken in closed session.

**7. ADJOURNMENT**

Closed session was adjourned at 5:36 p.m.

\_\_\_\_\_  
Clerk of the Governing Board

\_\_\_\_\_  
Secretary to the Governing Board

DRAFT

Agenda Item: **11.A.III. Approve the minutes of the Regular Board Meeting held on April 28, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes- 4/28/21

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

April 28, 2021  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

<https://drive.google.com/drive/folders/12ILUE1SbIdPFK1ttnduaDIXV3J8VyBH3>

**1. CALL TO ORDER**

Board President, Maria Dalla, called the meeting to order at 6:04 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 6:05 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. Introduce and welcome the new employees.**

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

**5. PUBLIC COMMUNICATIONS**

Ms. Kelly Jordan, Teacher, spoke regarding the reopening of school.

## **6. AGENDA**

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

**Motion Passed:** Acceptance of the Agenda 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

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

**Motion Passed:** Approval of the Consent Calendar 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

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

**7.A.I. Approve the minutes of the Regular Board Meeting held on April 14, 2021.**

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

### **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. Ratify Individual Service Agreement #CT3825 with The Winston School to provide an educational program for student #3705001 for the remainder of the 2020-2021 school year including the Extended School Year (ESY) program.**

### **7.E. Business Services**

## **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 and procedures for the reopening of schools.

### **8.B. Discussion by the Student Promotion Task Force.**

Mr. Denegri, Principal, Palmer Way School, and Ms. Meghann Young, Principal, Ira Harbison School, presented recommendations from the Student Promotion Task Force for sixth grade promotion celebrations.

## **9. POLICIES, REGULATIONS, BYLAWS**

**Motion Passed:** Following discussion, adoption of Board Policies and Administrative Regulations 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

### **9.A. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.**

## **10. EDUCATIONAL SERVICES**

### **10.A. Approve the 2021-2024 San Diego County Office of Education (Exhibit A) and National School District's Plans for Serving Expelled Students.**

**Motion Passed:** Following discussion, approval of the plans for serving expelled students 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. Approve contract #CT3807 with Safety Net Smart Cyber Choices Program to provide a one time, free virtual assembly at John A. Otis School.**

**Motion Passed:** Following discussion, approval of contract #CT3807 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

**10.C. Approve contract #CT3819 with Panorama Education, Inc. to provide professional development for National School District for the 2020-2021 and the 2021-2022 school years.**

**Motion Passed:** Approval of contract #CT3819 passed with a motion by Ms. Rocina Lizarraga 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.D. Approve contract #CT3824 with Pediatric Therapy Associates to provide Specialized Academic Instruction for National School District for the 2020-2021 school year.**

**Motion Passed:** Following discussion, approval of contract #CT3824 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

**10.E. Approve contract #CT3827 with the San Diego County Superintendent of Schools to receive a stipend for participation in the social & emotional learning "SEL" community of practice.**

**Motion Passed:** Following discussion, approval of contract #CT3827 passed with a motion by Ms. Maria Betancourt-Castañeda 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. HUMAN RESOURCES

### 11.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from California School Employees Association (CSEA) and its Chapter 206, to the National School District for the 2021-2022 school year.

Board President, Maria Dalla, opened the public hearing at 7:28 p.m.

There were no public speakers.

Board President, Maria Dalla, closed the public hearing at 7:29 p.m.

### 11.B. Approve Clinical Affiliation Agreement #CT3829 with Emerson College to establish clinical placement for Speech Language Pathologists students for the 2021-2022 school year.

**Motion Passed:** Approval of Agreement #CT3829 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

### 11.C. Adopt Resolution #20.21.40 in recognition of Certificated School Employee Week May 3-7, 2021.

**Motion Passed:** Following discussion, adoption of Resolution #20.21.40 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

### 11.D. Adopt Resolution #20-21.41 in recognition of Classified School Employee Week, May 17-21, 2021.

**Motion Passed:** Following discussion, adoption of Resolution #20-21.41 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



**11.E. Adopt Resolution #20-21.42 in recognition of the Week of the School Administrator, May 24-28, 2021.**

**Motion Passed:** Following discussion, adoption of Resolution #20-21.42 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

**12. BUSINESS SERVICES**

**12.A. Approve contract #CT3805 Interdistrict Transfer Agreement for all school districts within San Diego County for the 2021-2026 school years.**

**Motion Passed:** Following discussion, approval of contract #CT3805 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

**13. BOARD/CABINET COMMUNICATIONS**

Ms. Sarmiento welcomed the return of the sense of normalcy for the District and she shared she is happy she has been able to witness the success of the vaccination sites around National City.

Ms. Betancourt-Castañeda shared she is glad to be back in person. She welcomed the new employees and thanked the Student Promotion Task Force members for their work and effort. She also thanked Executive Cabinet for the COVID updates, the technology department, and all staff for their work and support during the reopening phase. She expressed she values and appreciates everyone. She wished everyone an early happy Mother's Day and wished everyone a good night.

Ms. Lizarraga shared she is excited to have participated in her first in person meeting and thanked everyone for supporting her. She invited anyone who may have questions during this reopening phase to reach out to the school administrators with any questions. She thanked the Student Promotion Task Force for their work and for motivating the students. She wished everyone an early happy Mother's Day.

Ms. Gates expressed she is glad to be here. She thanked the technology department, Mr. Bryan Lucero, and Recording Secretaries for the time and effort to make this meeting happen. She shared she is excited for sixth-grade promotion and encouraged students to have fun during their sixth-grade camp experience.

Dr. Hernandez thanked the Governing Board for the adoption of resolutions celebrating staff, she invited the Governing Board to attend this year's virtual Colloquium on May 6, 2021. She wished everyone a good night.

Dr. Kraft welcomed the new employees and echoed the gratitude towards the Student Promotion Task Force. She thanked Dr. O'Connor and her team, Mr. Joe Ferris, Mr. Ricardo Gil, and Mr. Bryan Lucero, for what they were able to accomplish in preparation for tonight's meeting. She also thanked Mr. Oscar Gil, school office staff, and principals for their work in preparation in the reopening phase. She wished everyone a happy Mother's Day and a good night.

Dr. Brady thanked Ms. Dalla and Ms. Betancourt-Castañeda for their assistance in the preparation of the upcoming Special Board Meeting which will be held on May 17, 2021. She congratulated Ms. Lisette Blanchet, Resource Specialist at Central School, who will receive the Community Advisory Committee Award for National School District. She invited the Board to read the stories from the sixth-grade writing contest, a final winner will be selected and announced on May 17, 2021. She thanked the Student Promotion Task Force for their presentation and thanked the Governing Board for the adoption of resolutions celebrating staff. She welcomed Mr. Arik Avanesyans who will be present at the next Board meeting, and she wished everyone a happy Mother's Day.

Ms. Dalla thanked the Technology Department, Mr. Bryan Lucero, and Recording Secretaries for the time and effort to make this meeting happen. She congratulated Ms. Gates and Ms. Lizarraga on their first in-person meeting and expressed she is happy to be back. She thanked the Student Promotion Task Force for their presentation, and she thanked all staff for their hard work and patience during the reopening phase. She invited everyone to continue doing their best as she and the Governing Board promise to do the same. She wished everyone a good night.

#### **14. ADJOURNMENT**

Board President, Maria Dalla, adjourned the meeting at 7:54 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **11.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

Agenda Item: **11.C. Human Resources**

Agenda Item: **11.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  
May 12, 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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**CLASSIFIED STAFF RECOMMENDATIONS  
May 12, 2021**

**Name                                      Position                                      Effective Date                                      Placement                                      Funding Source**

**Employment**

1. Cynthia Escobedo	Instructional Assistant Health Care 3.25 hours per day 210 days per year Olivewood School	May 14, 2021	Range 18, Step 1	General Fund
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**Temporary Employment**

2. Nora Alicdan	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
3. Luz Allshouse	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
4. Norma Arballo	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
5. Camillia Arias	Intersession Administrative Assistant School	June 17, 2021 to July 1, 2021	Regular hourly rate	Categorical Funds
6. Monica Carbajal	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds

7. Ileana Malfavon Duarte	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
8. Juana Gallegos	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
9. Yolanda Gutierrez	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
10. Noemi Herrera	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
11. Bernice Iglesias	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
12. Silvia Mena	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
13. Sara Meza	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
14. Lucia Moreno	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
15. Maria Yolanda Ornelas	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
16. Cynthia Ortiz	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
17. Claudia Ponce	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
18. Araceli Proulx -Sollano	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
19. Elizabeth Quiroz	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
20. Gabriela Ramirez	Intersession Instructional Assistant Special Education	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
21. Irene Sanchez	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds
22. Claudia Santa Cruz	Intersession Instructional Assistant Health Care	June 14, 2021 to July 2, 2021	Regular hourly rate	Categorical Funds

**Additional Duties**

None				
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**Contract Extension/Change**

23. Ricardo Gil	From Computer Systems Technician-District Office to Computer Systems Specialist- 8 hours per day 260 days per year District Office	May 13, 2021	Range 37, Step 1	General Fund
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**Leave of Absence**

24. Jennifer Castro	Instructional Assistant- Health Care	May 10, 2021 to May 28, 2021	Unpaid leave of absence	
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Agenda Item: **11.C.II. Accept the employee resignations/retirements.**

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

Quick Summary / Abstract: The employee resignations/retirements on the attached list were accepted by Dr. Leticia Hernandez, Assistant Superintendent, Human Resources.

Attachments:  
Resignations/Retirements



<b>Resignations 5/12/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Brandy Johnson	Classroom Teacher	Ira Harbison School	June 9, 2021

<b>Retirements 5/12/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Mary Louise Garcia	Instructional Assistant- Preschool	El Toyon School	June 9, 2021
Socorro Gutierrez	Child Nutrition Services Assistant	Ira Harbison School	June 9, 2021

Agenda Item: **11.D. Educational Services**

Agenda Item: **11.D.I. Approve contract #CT3830 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3709544.**

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

Quick Summary / Abstract: Approval of contract #CT3830 will allow student #3709544 to receive an Independent Educational Evaluation (IEE) in the area of neuropsychological.

The terms of the contract are from May 13, 2021 to November 13, 2021.

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 contract #CT3830 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3709544.

Financial Impact: Contract cost: Not to exceed \$4,060  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund - Special Education

Attachments:  
CT3830

[ 01 - 00 ] [ 6500 - 000 ] [ 5001 ] [ 3120 ] [ 5800 - 000 ] [ 022 ]  
Fund Res Goal Function Object Site

Contract No. CT3830

## 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> , 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. San Diego Brainworks will provide an independent educational evaluation for student #3709544 in the area of neuropsychological.  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Term. Contractor shall commence providing services under this Agreement on May 13, 2021, and will diligently perform as required and complete performance by November 13, 2021.
  
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Four thousand and sixty Dollars (\$ 4,060.00 ). 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
- 
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 uncopied matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect 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 Dr Suite 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 13 day of May, 2021.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

Leighangela Brady, Ed.D.  
Typed or Printed Name

Superintendent  
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: **11.D.II. Approve contract #CT3831 with Academic Cognitive Connections to provide an Independent Education Evaluation (IEE) for student #3708427.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Approval of this item will allow student #3708427 to receive an Independent Education Evaluation (IEE) in the area of Psychoeducation.

The terms of the contract are from May 13, 2021 to November 13, 2021.

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 contract #CT3831 with Academic Cognitive Connections to provide an Independent Education Evaluation (IEE) for student #3708427.

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

Attachments:  
CT3831

[ 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: **11.E. Business Services**

Agenda Item: **11.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Arik Avanesyans, Assistant Superintendent, Business Services

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

Attachments:  
Exhibit A



Agenda Item: **11.E.II. Adopt annual Resolutions #20-21.44 through #20-21.47 for the 2021-2022 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2021.**

Speaker: Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract:

1. Authorize Arik Avanesyans, Assistant Superintendent Business Services, as mail addressee, Erina Cowart, Director of Finance, and Virginia Fogerson, Accounting Technician/Accounts Payable, to pick up warrants (other than mail addressee).
2. Authorize Arik Avanesyans, Assistant Superintendent Business Services, as mail addressee, and Dr. Leighangela Brady, Superintendent, to sign the payroll payment order.
3. Authorize Arik Avanesyans, Assistant Superintendent Business Services, as mail addressee, Dr. Leighangela Brady, Superintendent, Dr. Leticia Hernandez, Assistant Superintendent Human Resources, and Dr. Sharmila Kraft, Assistant Superintendent Educational Services, to sign school orders.
4. Authorize Arik Avanesyans, Assistant Superintendent Business Services, as mail addressee, Dr. Leighangela Brady, Superintendent, Dr. Leticia Hernandez, Assistant Superintendent Human Resources, and Dr. Sharmila Kraft, Assistant Superintendent Educational Services, to reissue new payroll and commercial warrants.

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

Attachments:  
Resolution #20-21.44  
Resolution #20-21.45  
Resolution #20-21.46  
Resolution #20-21.47

# National School District Resolution

#20-21.44

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

National School District, San Diego County ON MOTION OF member \_\_\_\_\_, seconded by member \_\_\_\_\_, effective July 1, 2021 to June 30, 2022.

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

Leighangela Brady, Superintendent  
Arik Avanesyans, Assistant Superintendent Business Services  
Leticia Hernandez, Assistant Superintendent Human Resources  
Sharmila Kraft, Assistant Superintendent Educational Services

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

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

**PASSED AND ADOPTED** by the Governing Board on this 12th day of May 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
COUNTY OF SAN DIEGO  ) ss

May 12, 2021

Resolution #20-21.44

May 12, 2021

Page 2

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 passed and adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

---

Secretary to the Governing Board

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

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

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# National School District Resolution

#20-21.45

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

National School District, San Diego County ON MOTION OF member \_\_\_\_\_, seconded by member \_\_\_\_\_, effective July 1, 2021 to June 30, 2022.

### IT IS RESOLVED AND ORDERED that:

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

Arik Avanesyans	Assistant Superintendent Business Services
Erina Cowart	Director of Finance
Virginia Fogerson	Accounting Technician/Accounts Payable
3. Check one  Mail  Hold  Consortium Monthly payroll warrants each and every month.  
Check one  Mail  Hold  Consortium Daily/Hourly payroll warrants each and every month.

**IT IS FURTHER RESOLVED** that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

**PASSED AND ADOPTED** by said Governing Board on \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution #20-21.45  
May 12, 2021  
Page 2

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss

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 passed and adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

\_\_\_\_\_  
Secretary to the Governing Board

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# National School District Resolution

#20-21.46

## AUTHORIZING THE REPLACEMENT OF WARRANTS

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following Resolution is adopted;

**WHEREAS**, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

**WHEREAS**, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

**WHEREAS**, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

**NOW, THEREFORE BE IT RESOLVED** that the Governing Board of National School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Leighangela Brady,  
Superintendent

\_\_\_\_\_

Arik Avanesyans, Assistant  
Superintendent Business  
Services

\_\_\_\_\_

Leticia Hernandez, Assistant  
Superintendent Human  
Resources

\_\_\_\_\_

Sharmila Kraft, Assistant  
Superintendent Educational  
Services

\_\_\_\_\_

Erina Cowart,  
Director of Finance

\_\_\_\_\_

Resolution #20-21.46

May 12, 2021

Page 2

**PASSED AND ADOPTED** by said Governing Board on this 12th day of May, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
COUNTY OF SAN DIEGO ) ss

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.

---

Secretary to the Governing Board

# National School District Resolution

#20-21.47

## PAYMENT ORDER RESOLUTION

National School District, San Diego County ON MOTION OF member \_\_\_\_\_, seconded by member \_\_\_\_\_, effective July 1, 2021 to June 30, 2022.

**IT IS RESOLVED AND ORDERED** that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title 1 of the Government Code, the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Leighangela Brady  
Arik Avanesyans

Superintendent  
Assistant Superintendent Business Services

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

**PASSED AND ADOPTED** by the Governing Board on this 12th day of May, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
COUNTY OF SAN DIEGO   ) ss



Resolution #20-21.47

May 12, 2021

Page 2

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 passed and adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

\_\_\_\_\_  
Secretary to the Governing Board

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agenda Item: **12. GENERAL FUNCTIONS**

Agenda Item: **12.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: **12.B. Discussion on Board meeting parliamentary procedure.**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: Adopting clear and specific rules of order can help the Governing Board manage the meetings more effectively.

Two options for the Board to discuss are Robert's Rules of Order, over 600 pages long (summary attached); and Rosenberg's Rules of order, Simple Rules of Parliamentary Procedure for the 21st Century (as attached).

Attachments:

Robert's Rules of Order Summary

Rosenberg's Rules of Order

**ROBERTS RULES CHEAT SHEET**

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

## PROCEDURE FOR HANDLING A MAIN MOTION

**NOTE:** Nothing goes to discussion without a motion being on the floor.

### Obtaining and assigning the floor

A member raises hand when no one else has the floor

- The chair recognizes the member by name

### How the Motion is Brought Before the Assembly

- The member makes the motion: *I move that (or "to") ...* and resumes his seat.
- Another member seconds the motion: *I second the motion* or *I second it* or *second*.
- The chair states the motion: *It is moved and seconded that ... Are you ready for the question?*

### Consideration of the Motion

1. Members can debate the motion.
2. Before speaking in debate, members obtain the floor.
3. The maker of the motion has first right to the floor if he claims it properly
4. Debate must be confined to the merits of the motion.
5. Debate can be closed only by order of the assembly (2/3 vote) or by the chair if no one seeks the floor for further debate.

### The chair puts the motion to a vote

1. The chair asks: *Are you ready for the question?* If no one rises to claim the floor, the chair proceeds to take the vote.
2. The chair says: *The question is on the adoption of the motion that ... As many as are in favor, say 'Aye'. (Pause for response.) Those opposed, say 'Nay'. (Pause for response.) Those abstained please say 'Aye'.*

### The chair announces the result of the vote.

1. *The ayes have it, the motion carries, and ...* (indicating the effect of the vote) or
2. *The nays have it and the motion fails*

### WHEN DEBATING YOUR MOTIONS

1. Listen to the other side
2. Focus on issues, not personalities
3. Avoid questioning motives
4. Be polite

# HOW TO ACCOMPLISH WHAT YOU WANT TO DO IN MEETINGS

## MAIN MOTION

You want to propose a new idea or action for the group.

- After recognition, make a main motion.
- Member: "Madame Chairman, I move that \_\_\_\_\_."

## AMENDING A MOTION

You want to change some of the wording that is being discussed.

- After recognition, "Madame Chairman, I move that the motion be amended by adding the following words \_\_\_\_\_."
- After recognition, "Madame Chairman, I move that the motion be amended by striking out the following words \_\_\_\_\_."
- After recognition, "Madame Chairman, I move that the motion be amended by striking out the following words, \_\_\_\_\_, and adding in their place the following words \_\_\_\_\_."

## REFER TO A COMMITTEE

You feel that an idea or proposal being discussed needs more study and investigation.

- After recognition, "Madame Chairman, I move that the question be referred to a committee made up of members Smith, Jones and Brown."

## POSTPONE DEFINITELY

You want the membership to have more time to consider the question under discussion and you want to postpone it to a definite time or day, and have it come up for further consideration.

- After recognition, "Madame Chairman, I move to postpone the question until \_\_\_\_\_."

## PREVIOUS QUESTION

You think discussion has gone on for too long and you want to stop discussion and vote.

- After recognition, "Madam President, I move the previous question."

## LIMIT DEBATE

You think discussion is getting long, but you want to give a reasonable length of time for consideration of the question.

- After recognition, "Madam President, I move to limit discussion to two minutes per speaker."

## **POSTPONE INDEFINITELY**

You want to kill a motion that is being discussed.

- After recognition, "Madam Moderator, I move to postpone the question indefinitely."

## **POSTPONE INDEFINITELY**

You are against a motion just proposed and want to learn who is for and who is against the motion.

- After recognition, "Madame President, I move to postpone the motion indefinitely."

## **RECESS**

You want to take a break for a while.

- After recognition, "Madame Moderator, I move to recess for ten minutes."

## **ADJOURNMENT**

You want the meeting to end.

- After recognition, "Madame Chairman, I move to adjourn."

## **PERMISSION TO WITHDRAW A MOTION**

You have made a motion and after discussion, are sorry you made it.

- After recognition, "Madam President, I ask permission to withdraw my motion."

## **CALL FOR ORDERS OF THE DAY**

At the beginning of the meeting, the agenda was adopted. The chairman is not following the order of the approved agenda.

- Without recognition, "Call for orders of the day."

## **SUSPENDING THE RULES**

The agenda has been approved and as the meeting progressed, it became obvious that an item you are interested in will not come up before adjournment.

- After recognition, "Madam Chairman, I move to suspend the rules and move item 5 to position 2."

## **POINT OF PERSONAL PRIVILEGE**

The noise outside the meeting has become so great that you are having trouble hearing.

- Without recognition, "Point of personal privilege."
- Chairman: "State your point."
- Member: "There is too much noise, I can't hear."

## COMMITTEE OF THE WHOLE

You are going to propose a question that is likely to be controversial and you feel that some of the members will try to kill it by various maneuvers. Also you want to keep out visitors and the press.

- After recognition, "Madame Chairman, I move that we go into a committee of the whole."

## POINT OF ORDER

It is obvious that the meeting is not following proper rules.

- Without recognition, "I rise to a point of order," or "Point of order."

## POINT OF INFORMATION

You are wondering about some of the facts under discussion, such as the balance in the treasury when expenditures are being discussed.

- Without recognition, "Point of information."

## POINT OF PARLIAMENTARY INQUIRY

You are confused about some of the parliamentary rules.

- Without recognition, "Point of parliamentary inquiry."

## APPEAL FROM THE DECISION OF THE CHAIR

Without recognition, "I appeal from the decision of the chair."

### Rule Classification and Requirements

Class of Rule	Requirements to Adopt	Requirements to Suspend
Charter	Adopted by majority vote or as proved by law or governing authority	Cannot be suspended
Bylaws	Adopted by membership	Cannot be suspended
Special Rules of Order	Previous notice & 2/3 vote, or a majority of entire membership	2/3 Vote
Standing Rules	Majority vote	Can be suspended for session by majority vote during a meeting
Modified Roberts Rules of Order	Adopted in bylaws	2/3 vote





# Rosenberg's Rules of Order

REVISED 2011

*Simple Rules of Parliamentary Procedure for the 21st Century*

*By Judge Dave Rosenberg*



## MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

## VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

### About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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### ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



## TABLE OF CONTENTS

About the Author .....	ii
Introduction .....	2
Establishing a Quorum.....	2
The Role of the Chair.....	2
The Basic Format for an Agenda Item Discussion .....	2
Motions in General.....	3
The Three Basic Motions.....	3
Multiple Motions Before the Body.....	4
To Debate or Not to Debate.....	4
Majority and Super-Majority Votes .....	5
Counting Votes.....	5
The Motion to Reconsider.....	6
Courtesy and Decorum .....	7
Special Notes About Public Input .....	7

## INTRODUCTION

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The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

### Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.


### The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

### The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:



**First**, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

**Second**, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

**Fourth**, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

**Ninth**, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

## Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

## The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

**The basic motion.** The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

**The motion to amend.** If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

**The substitute motion.** If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

### Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

**First**, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

**Second**, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

**Third**, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**Motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

**Motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

**Motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

**Motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**Motion to limit debate.** The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

**NOTE:** A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

## Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

**Motion to limit debate.** Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

## Counting Votes

The matter of counting votes starts simple, but can become complicated.


Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in



California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

*How does this work in practice?*

*Here are a few examples.*

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

## The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.



## Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

**Order.** The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

## Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.




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Agenda Item: **13. EDUCATIONAL SERVICES**

Agenda Item: **13.A. Presentation of the National School District's reclassification procedures.**

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

Quick Summary / Abstract: This presentation will outline National School District's English learner reclassification procedure and criteria that meet the provisions set forth in Education Code sections 313 and 60810.

Comments: Reclassification is the process whereby a student is reclassified from English learner status to fluent English proficient (RFEP) status based on meeting the District's criteria that shows sufficient English proficiency.

Agenda Item: **13.B. Approve #CT3823 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools to provide a Multilingual California Project (MCAP) for the National School District for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by the grant Multilingual California Project (MCAP). This grant provides training and support to school districts aimed at improving instruction and services for English learners.

The Memorandum of Understanding (MOU) terms includes options for professional learning and resources embedded within the grant.

The San Diego County Superintendent of Schools (SDCOE) will provide the National School District up to \$11,000 per year to support any reasonable and necessary expenses in adherence to the scope and intent of the grant.

Comments: The San Diego County Superintendent of Schools (SDCOE) will compensate the National School District up to \$11,000 per year.

Recommended Motion: Approve #CT3823 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools to provide a Multilingual California Project (MCAP) for the National School District for the 2020-2021 school year.

Financial Impact: Contract cost: Revenue up to \$11,000  
Additional staffing cost: \$0  
Other costs: \$0  
General Fund

Attachments:  
CT3823

## Consultant Agreement

SDCOE Agreement No. \_\_\_\_\_

This Consultant Agreement, for the provision of services is entered into this 13th day of May, 2021 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and NATIONAL ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as "Consultant") who agrees to provide the following services to the SDCOE:

### **1. Scope of Services.**

Consultant shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

### **2. Term of Agreement.**

This Agreement shall be effective from the period commencing May 13, 2021 and ending June 30, 2021 unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Consultant received from SDCOE or produced for SDCOE for the purposes of this Agreement.

### **3. Termination.**

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be effected by delivery of written notice of termination to Consultant. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

### **4. Compensation and Reimbursement.**

The SDCOE will compensate Consultant at a rate of \$11,000 not to exceed a total of ELEVEN THOUSAND DOLLARS (\$11,000). Consultant understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Consultant will invoice SDCOE monthly for services that have been completed in the previous month.

Consultant may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved by the SDCOE contact designee. Expense reimbursement requests require receipts, without accompanying receipts will not be reimbursed.

### **5. Confidential Relationship.**

SDCOE may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing

obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

#### **6. Public Records Act.**

Consultant acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Consultant may submit information that Consultant considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Consultant acknowledges that the SDCOE may submit to Consultant information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

#### **7. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Consultant upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Consultant's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Consultant will remain the exclusive property of the Consultant.

#### **8. Fund Availability**

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Consultant. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

#### **9. Data Privacy and Protection**

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the Consultant at the conclusion of this Agreement and will, in fact, be removed from the Consultant's records.

The Consultant will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Consultant uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Consultant will notify the SDCOE within 24 hours of the Consultant discovering an unauthorized access or disclosure of SDCOE data.

The Consultant and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

#### **10. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

#### **11. Audit.**

Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

#### **12. Independent Contractor.**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

#### **13. Licenses, Permits, Etc.**

Consultant represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to SDCOE that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

#### **14. Consultant's Insurance.**

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

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

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

**15. Workers' Compensation.**

The Consultant shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Consultant shall sign and file on company letterhead stationery with the SDCOE the following certificate:

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

**16. Tuberculosis Clearance.**

Consultant shall certify in writing that Consultant's employees, volunteers, and subcontractors receive clearance for TB.

**17. Pupil Safety/School Safety Act.**

Consultant shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Consultant is expected to have with SDCOE'S pupils.

\_\_\_\_\_ The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Consultant. No work may take place until the requirements of Education Code section 45125.1 have been met.

\_\_\_\_\_The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Consultant has contact with pupils.

X  The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by  Olympia Kyriakidis



Signature \_\_\_\_\_ Date 3/25/21  
 (SDCOE Program Manager/Director)

### **18. Indemnification.**

Consultant agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

### **19. Tobacco-Free Facility.**

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

### **20. Notices.**

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Learning and Leadership Services, 321S  
 6401 Linda Vista Rd  
 San Diego, CA 92111  
 858-295-8910  
 sandra.walden@sdcoe.net

With copy to: Chief Business Officer and  
 SDCOE Legal Services  
 6401 Linda Vista Rd  
 San Diego, CA 92111

Consultant: National Elementary School District  
 Dr. Leighangela Brady, Superintendent  
 1500 N Ave.  
 National City, CA 91950  
 lbrady@nsd.us

### **21. Amendment.**

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Consultant.

**22. Governing Law/Venue.**

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

**23. Compliance with Law.**

The Consultant shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

**24. Debarment, Suspension or Ineligibility Clause.**

By signing this Agreement, the Consultant certifies that the Consultant, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Consultant certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

**25. Final Approval.**

This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

**26. Employment with Public Agency and Retirees.**

Consultant, if an employee of another public agency, agrees that Consultant 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 being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

**27. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

**28. Entire Agreement.**

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

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

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**CONSULTANT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A SPECIAL PROVISIONS

### A. Scope of Services.

The DISTRICT agrees to assign district and site administrator leaders to guide the Multilingual California Project (MCaP) work at the LEA level.

District and Site Administrator Leader Responsibilities will:

#### **Year 1 (school year 2020-2021)**

- Identify schools to participate in MCaP
- Attend virtual statewide MCaP Summit
- Recruit & identify teachers, paraeducators, administrators and families to receive MCaP innovation professional learning (adapted for the distance and hybrid learning context) and Liberatory Design coaching. This professional learning and coaching will support the district to further develop and expand biliteracy/English Learner options
- Confirm the participation of educators and parents in MCAP Stage 2 Innovation professional learning
- Participate in a virtual statewide MCaP Summit
- Participate in monthly leadership network meetings (“charlas”)
- Maintain regular communication with MCAP Alliance SDCOE Lead
- Participate in the MCAP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities

#### **Year 2 (school year 2021-2022)**

- Attend a virtual statewide MCaP Summit
- Continue to develop and apply knowledge around Liberatory Design
- Continue MCaP innovation professional learning and coaching identified in Years 1 and 2 for teachers, paraeducators, administrators, and families
- Receive continuous leadership coaching and support to further develop and expand biliteracy/English Learner options
- Participate in network meetings (“charlas”)
- Participate in the MCaP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities, substitutes and travel
- Consider participation in Year 3 for systemic implementation of Liberatory Design and Multilingual Innovations

#### **Year 3 (school year 2022-2023)**

- Attend a virtual statewide MCaP Summit
- Continue to deepen and apply knowledge around Liberatory Design and Innovation implementation
- Continue to engage in leadership coaching and support to further develop and expand biliteracy/English Learner options
- Participate in network meetings (“charlas”)
- Participate in the MCAP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities, substitutes and travel

Agenda Item: **14. HUMAN RESOURCES**

Agenda Item: **14.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from the National School District (NSD) to the California School Employee Association (CSEA) and its Chapter 206 for the 2021-2022 school year.**

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

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as “sunshining,” gives the public the opportunity to express their views at a board meeting prior to the Board’s adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives.

Comments: Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from the National School District (NSD) to the California School Employee Association (CSEA) and its Chapter 206 for the 2021-2022 school year.

National School District proposes to “sunshine” possible revisions, but not limited to:

Article 14: Vacation

Add language for vacation requests.

Article 17: Transfers

Add language for timeframe of transfer.

Article 25: Negotiations

Add language for communication of negotiations.

Article 27: Term of Agreement

Add language for the term of agreement.

Attachments:

NSD to CSEA Sunshine Proposal May, 2021



May 5, 2021

*Via E-mail: [aalvarez@csea.com](mailto:aalvarez@csea.com) and [ribada@icloud.com](mailto:ribada@icloud.com)*

*Re: National School District Sunshine Proposal for Negotiations to California School Employees Association and its Chapter 206*

Dear Ms. Ribada and Mr. Alvarez,

The National School District (NSD) proposes to “sunshine” the provisions in Articles 14, 17, 25 and 27 of the Collective Bargaining Agreement between the California School Employees Association (CSEA) and its Chapter 206 and National School District (NSD).

NSD proposes to “sunshine” possible revisions, but not limited to:

Article 14: Vacation

Add language for vacation requests.

Article 17: Transfers

Add language for timeframe of transfer.

Article 25: Negotiations

Add language for communication of negotiations.

Article 27: Term of Agreement

Add language for the term of agreement.

Sincerely,

Leticia Hernández, Ed.D.  
Assistant Superintendent Human Resources  
National School District

**NATIONAL SCHOOL DISTRICT**

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

May 12, 2021

*Creating Successful Learners... Now*

Agenda Item: **14.B. Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 for the 2021-2022 School Year.**

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

Quick Summary / Abstract: The collective bargaining process requires that each party "sunshine" or submit their notice of intent to bargain and exchange initial proposals. The initial proposals are made available as public information prior to the start of negotiations. The negotiations are for the successor contract between National School District and CSEA and its Chapter 206.

Recommended Motion: Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 for the 2021-2022 School Year.

Agenda Item: **14.C. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from the National City Teachers Association (NCETA) to the National School District for a new successor agreement.**

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

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining" gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiation process with recognized employee organizational representatives.

National City Teachers Association (NCETA) proposes to "sunshine":

Article 3 - Preschool Teachers Special Provisions The Association seeks to ensure the preschool article and related appendices are updated to reflect negotiated changes to wages salaries and benefits.

Article 9 - Safety Conditions of Employment  
The Association seeks to address concerns over procedures and protocols related to safety.

Article 14 - Health and Welfare Benefits  
The Association seeks language to strengthen Article 14, Health and Welfare Benefits, to address the rising costs of healthcare, and member needs.

Article 15 – Salaries  
The Association seeks language to strengthen Article 15, Salaries, in order to recruit and retain the best educators in the county and remain competitive with neighboring districts.

Article 22 - Summer School  
The Association seeks to clarify summer school programs and address summer school wages.

Article 24 - Support Staff and Enrichment Teachers  
The Association wants to ensure students have the necessary supports for a safe and stable return to campus.

Attachments:  
NCETA Initial Proposal Successor Agreement 2021-22



NCETA is committed to providing our students the best education possible. We recognize that having highly qualified and experienced teachers is the most critical factor to ensure student success. It is imperative that we attract, recruit and retain exceptional educators. Therefore, we are opening the following articles, per our agreement **outlined in Article 5.1.**

**Article 3 - Preschool Teachers Special Provisions**

The Association seeks to ensure the preschool article and related appendices are updated to reflect negotiated changes to wages salaries and benefits.

**Article 9 - Safety Conditions of Employment**

The Association seeks to address concerns over procedures and protocols related to safety.

**Article 14 - Health and Welfare Benefits**

The Association seeks language to strengthen Article 14, Health and Welfare Benefits, to address the rising costs of healthcare, and member needs.

**Article 15 – Salaries**

The Association seeks language to strengthen Article 15, Salaries, in order to recruit and retain the best educators in the county and remain competitive with neighboring districts.

**Article 22 - Summer School**

The Association seeks to clarify summer school programs and address summer school wages.

**Article 24 - Support Staff and Enrichment Teachers**

The Association wants to ensure students have the necessary supports for a safe and stable return to campus.

Agenda Item: **14.D. Conduct Public Hearing pursuant to Government Code Section 3457 regarding the initial proposal from the National School District to the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining" gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiations process with recognized employee organizational representatives.

National School District will propose to revise the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Comments: Conduct Public Hearing pursuant to Government Code Section 3457 regarding the initial proposal from the National School District to the National City Elementary Teachers Association regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Attachments:  
NCETA MOU

National School District  
to  
National City Elementary Teachers Association

**Impacts and Effects of the Enrichment Wheel Program  
Memorandum of Understanding  
June 7, 2019**

The National School District ("District") and National City Elementary Teachers Association ("Association") enter into this Agreement regarding the impacts and effects that instructional schedule changes will foreseeably have on Enrichment Wheel teachers, beginning in the 2019-20 school year.

1. Enrichment Wheel teachers will continue to be responsible for providing instruction in the subjects authorized by their Multiple Subject Teaching Credential. The program focus will continue to be Music, Art, Drama, Physical Education and Technology, but may change based on need. In the event that such changes occur, the District will notify NCETA prior to implementing.
2. Enrichment Wheel teacher class sizes will follow Article 10, *Class Size*.
3. Enrichment Wheel teachers will be assigned times in equitable blocks as needed by the instructional schedule in effect each school year. The District will provide Enrichment Wheel teachers with appropriate transition time between classrooms and school sites. Enrichment Wheel Teachers workload shall be equitably distributed. To the extent possible, Enrichment make-up days shall be scheduled on the following non-wheel day and Enrichment Wheel travel shall be equitable.
4. Enrichment Wheel Teachers may be assigned to no more than 3 sites. The District shall make every effort to assign Enrichment Teachers to no more than two sites. Whenever possible, the District will annually rotate the number of Enrichment Teachers assigned to a third site and no Enrichment Teacher shall be assigned to a third site for two consecutive years, unless there is mutual agreement. In the event it is necessary to assign an Enrichment Wheel Teacher to a third site, the District shall first solicit volunteers.
5. One school site will be the home site for each Enrichment Wheel teacher. School sites will set aside a room for Enrichment Wheel teachers to store their school supplies and personal items. The school site administrator at the home site will be responsible for the Enrichment Teacher's evaluation, which shall be made in accordance with Article 11, *Evaluation*. Enrichment Wheel teachers will normally have the same home site each school year.
6. Enrichment Wheel teachers shall have the equivalent time as other teachers for preparation, and collaboration as outlined in Article 6, *Hours of Employment*.
7. The parties agree that it is in their mutual best interests for Enrichment Wheel teacher workloads to be commensurate with their assigned hours. In the event that an Enrichment


Wheel teacher's schedule includes excess non-instructional duty time or non-wheel days, the District may assign the teacher to the following types of duties:

- Class coverage – in case of emergency
- IEP meetings
- Assessments
- Grade/level collaboration/subject level collaboration
- RTI
- Assistance with Special Education release time for IEP meetings or assessments
- District trainings

8. The parties agree that Enrichment Wheel teachers have the same rights as other teachers to take appropriate disciplinary action in accordance with Article 9.7.
9. The parties acknowledge that this Agreement is based on current student enrollment numbers, and that an unexpected decline in enrollment may necessitate scheduling changes that may affect certain terms set forth in this Agreement. Nothing in this Agreement diminishes the District's rights to make changes as needed to address a decline in enrollment, subject to applicable legal requirements in the collective bargaining agreement and external laws. In the event any such changes to this Agreement are needed, the District will promptly notify NCETA and provide it with an opportunity to negotiate prior to implementing the changes.
10. The parties agree to incorporate the Impacts and Effects of Enrichment Wheel Program Memorandum of Understanding in the successor collective bargaining agreement.

AGREED

FOR THE DISTRICT

  
Leticia Hernandez  
Assistant Superintendent, Human Resources

6-7-19  
Date

FOR NCETA

  
Irma Sanchez, NCETA

June 7, 2019  
Date

Board Approval June 26, 2019

Agenda Item: **14.E. Adopt initial proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: National School District proposes to revise the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Recommended Motion: Adopt initial proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Agenda Item: **15. BUSINESS SERVICES**

Speaker: Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / None

Abstract:

Agenda Item: **16. BOARD WORKSHOP**

Agenda Item:

**17. BOARD/CABINET COMMUNICATIONS**



Agenda Item: **18. ADJOURNMENT**