



# **Governing Board Agenda**

**August 21, 2019**

## **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.

### **Barbara Avalos, Clerk**

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2020.

### **Maria Betancourt-Castañeda, Member**

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.

### **Brian Clapper, Member**

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2020.

### **Maria Dalla, Member**

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

### **Alma Sarmiento, President**

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, audiotapes of Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to listen to the recording.

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

### Speaking to the Board

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

### Compliance with Americans with Disabilities Act

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

### Translation Services

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

### Equal Opportunity Employer

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





## **REGULAR MEETING OF THE GOVERNING BOARD**

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

Wednesday, August 21, 2019

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

### **AGENDA**

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

**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**

Alma Sarmiento,  
Board President

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

**3. ADJOURN TO CLOSED SESSION**

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

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

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

Closed session in accordance with Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: Leighangela Brady  
Employee organizations: Assistant Superintendent

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

**7. PLEDGE OF ALLEGIANCE**

**8. ROLL CALL**

**9. PRESENTATIONS**

**9.A.** Introduce and welcome the new employees.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources &  
Ms. Barbara Avalos,  
Board Clerk

## **10. PUBLIC COMMUNICATIONS**

Alma Sarmiento,  
Board President

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## **11. AGENDA**

### **11.A. Accept agenda.**

Leighangela Brady,  
Superintendent

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

Alma Sarmiento,  
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.

### **12.A. Minutes**

#### **12.A.I. Approve the minutes of the Regular Board Meeting held on August 7, 2019**

Leighangela Brady,  
Superintendent

### **12.B. Administration - None**

Leighangela Brady,  
Superintendent

### **12.C. Human Resources**

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

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

### **12.D. Educational Services - None**

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

### **12.E. Business Services - None**

Christopher Carson,  
Assistant  
Superintendent  
Business Services

### 13. GENERAL FUNCTIONS

<b>13.A.</b> Approve Independent Contractor Agreement #CT3423 with Huard and Associates.	Leighangela Brady, Superintendent
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### 14. POLICIES, REGULATIONS, BYLAWS

<b>14.A.</b> First reading of Board Policies and Administrative Regulations suggested updates.	Leighangela Brady, Superintendent
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### 15. EDUCATIONAL SERVICES

<b>15.A.</b> Amend contract #CT3505 with The Regents of the University of California, Irvine.	Sharmila Kraft, Assistant Superintendent, Educational Services
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<b>15.B.</b> Approve consultant contract #CT3632 with Escuela de Musica to provide a music enrichment program for National School District students.	Sharmila Kraft, Assistant Superintendent, Educational Services
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<b>15.C.</b> Approve contract #CT3655 with SWANK Movie Licensing USA to provide a public performance site license to National School District.	Sharmila Kraft, Assistant Superintendent, Educational Services
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<b>15.D.</b> Approve Independent Contractor Agreement #CT3661 with San Diego Guild of Puppetry to provide a 24 week puppet theater residency for Palmer Way School students in second and fifth grade.	Sharmila Kraft, Assistant Superintendent, Educational Services
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<b>15.E.</b> Approve Individualized Service contract #CT3662 with Premier Healthcare Services for a Licensed Vocational Nurse to be assigned to student #3713100 for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
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### 16. HUMAN RESOURCES - None

Leticia Hernandez, Assistant Superintendent, Human Resources
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### 17. BUSINESS SERVICES

<b>17.A.</b> Approve Resolution #19-20.05 Delegating Authority to Enter into Agreements with Apple Inc. to Purchase and Finance Equipment and Taking Related Actions.	Christopher Carson, Assistant Superintendent Business Services
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**17.B.** Renew contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2019-2020 school year.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.C.** Approve Contract #CT3657 with School Services of California for fiscal management information services.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.D.** Ratify/Approve Purchase Orders, Contracts and Warrants as summarized and detailed in Exhibit C.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.E.** Accept Gifts.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**18.** BOARD WORKSHOP

**19.** BOARD/CABINET COMMUNICATIONS

**20.** ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

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

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

Agenda Item: **4. CLOSED SESSION - 4:30 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

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

Closed session in accordance with Government Code Section 54957.6: CONFERENCE  
WITH LABOR NEGOTIATOR  
Agency negotiator: Leighangela Brady  
Employee organizations: Assistant Superintendent

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 / Board:

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

Staff:

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

Agenda Item: **9. PRESENTATIONS**

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Ms. Barbara Avalos, Board Clerk

Quick Summary / Abstract: The employees on the attached list were approved at the August 7, 2019 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

Introduce & Welcome 8/21/19		
Name	Position	Location
1. Juan Aguayo	Teacher of Special Day Class	Las Palmas School
2. Jonathan Archie	Instructional Assistant-Health Care	Central School
3. Rayvin Bautista	Campus Student Supervisor	Ira Harbison School
4. Chelsea Bertrand	Classroom Teacher-Roving	District Office
5. Denisse Carrillo	Transportation Student Attendant	Transportation Department

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

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

Agenda Item:       **11. AGENDA**

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

Speaker:            Leighangela Brady, Superintendent

Recommended  
Motion:             Accept agenda.

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

Speaker: Alma Sarmiento, Board President

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

Recommended  
Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on August 7, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 08/07/19

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

August 07, 2019  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 6:00 PM:**

Present:

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

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 4:00 p.m.

**2. PUBLIC COMMUNICATIONS**

None

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION**

Closed Session was held from 4:00 p.m. to 6:00 p.m. and from 6:55 p.m. to 7:15 p.m.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to issue payment in the amount of \$364.95 to resolve claim number 201920-01.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to issue payment in the amount of \$169.00 to resolve claim number 201920-02.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2019030777. The agreement includes funds for Special Education Services and fees in exchange for a waiver of claims against the District.



Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2019031140. The agreement includes funds for Special Education Services and fees in exchange for a waiver of claims against the District.

## **5. RETURN TO OPEN SESSION**

## **6. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 6:02 p.m.

## **7. PLEDGE OF ALLEGIANCE**

Board President, Alma Sarmiento, led the Pledge of Allegiance.

## **8. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

## **9. PRESENTATIONS**

### **9.A. Recognize Rick Miller, Lead Groundskeeper, Maintenance & Operations Department, as National School District Employee of the Month for August 2019.**

David Castillo, Director, Maintenance, Operations & Facilities, recognized Rick Miller, Lead Groundskeeper, as the National School District Employee of the Month for August 2019.

Board Member, Ms. Maria Dalla presented Mr. Miller with a certificate and a District pencil and pen set.

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

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

Board Member, Ms. Barbara Avalos presented each new employee with a District pin.

## **10. PUBLIC COMMUNICATIONS**

None

## **11. AGENDA**

### **11.A. Accept agenda.**

**Motion Passed:** Accept agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

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

**Motion Passed:** Approve Consent Calendar passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

### **12.A. Minutes**

**12.A.I. Approve the minutes of the Regular Board Meeting held on July 10, 2019.**

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

**12.B.I. Adopt Resolution #19-20.03 in recognition and appreciation of the cultural, ethnic and linguistic diversity in the National School District for the 2019-2020 school year.**

### **12.C. Human Resources**

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

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

**12.C.III. Accept the employee resignations/retirements.**

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

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

### **13. GENERAL FUNCTIONS**

**13.A. Approve out of state travel for Maria Betancourt-Castañeda and Maria Dalla to attend the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on School Governance in Chicago, Illinois on September 27-28, 2019.**

**Motion Passed:** Out of state travel for Maria Betancourt-Castañeda and Maria Dalla passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**13.B. Accept Quarterly Reports to the San Diego County Office of Education on Williams Complaints.**

**Motion Passed:** Quarterly Reports to the San Diego County Office of Education on Williams Complaints passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**13.C. Discuss and nominate California School Boards Association (CSBA) Board Member of the Year.**

**Motion Passed:** Nominate Alma Sarmiento as CSBA Board Member of the Year passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

No Ms. Maria Betancourt-Castañeda

No Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

## **14. EDUCATIONAL SERVICES**

### **14.A. Conduct public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year.**

Board President, Alma Sarmiento opened the public hearing at 6:23 p.m.

There were no speakers.

Board President, Alma Sarmiento closed the public hearing at 6:23 p.m.

### **14.B. Adopt Resolution #19-20.04 determining the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2019-2020 school year, and approve the District adopted materials list.**

**Motion Passed:** Resolution #19-20.04 passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

### **14.C. Amend contract #CT3045 with YMCA of San Diego County (REACH) for After School Education and Safety Program services for the 2019-2020 school year.**

**Motion Passed:** Contract #CT3045 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

### **14.D. Amend Individual Service Agreement #CT3634 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3709915.**

**Motion Passed:** Following discussion, Individual Service Agreement #CT3634 passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**14.E. Amend Individual Service Agreement #CT3635 with Aseltine School to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3713060.**

**Motion Passed:** Individual Service Agreement #CT3635 passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Betancourt-Castañeda.

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

**14.F. Amend Individual Service Agreement #CT3641 with San Diego Center for Children Academy to reflect a change of date from July 1, 2019 to July 10, 2019 to ratify extended school year (ESY) attendance for student #3706533.**

**Motion Passed:** Individual Service Agreement #CT3641 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

**14.G. Approve consultant contract #CT3642 with San Diego County Office of Education (SDCOE) for "librarian of record" services.**

**Motion Passed:** Consultant contract #CT3642 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

**14.H. Approve contract #CT3643 with Catalina Maynard for professional development and consultation on visual and performing arts for National School District.**

**Motion Passed:** Following discussion, contract #CT3643 passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

**15. HUMAN RESOURCES - None**

**16. BUSINESS SERVICES**

**16.A. Award contract #CT3651 for Bid #18-19-193 Fresh Fruit and Vegetables to Diamond Jack Enterprises.**

**Motion Passed:** Contract #CT3651 for Bid #18-19-193 passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**16.B. Accept gifts.**

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**17. BOARD WORKSHOP**

**18. BOARD/CABINET COMMUNICATIONS**

Ms. Betancourt-Castañeda welcomed the new employees. She welcomed everyone back to the new school year.

Ms. Dalla welcomed the new employees and congratulated the Employee of the Month.

Mr. Clapper welcomed the new employees. He shared that he had a great visit at Palmer Way School.

Ms. Avalos welcomed the new employees. She shared that she had a great visit at Palmer Way School. She shared that she attended the 15th Annual National Night Out. She shared a concern suggesting that others refrain from sharing negative opinions.

Dr. Hernandez welcomed the new employees.

Mr. Carson congratulated the Employee of the Month.

Dr. Kraft welcomed the new employees and congratulated the Employee of the Month. She thanked the teaching staff for the great start of the school year. She asked the Governing Board regarding a template for a contract that was previously approved and that will be brought forward at a future meeting.

Dr. Brady shared that it has been a smooth start of the school year and that she is excited to visit classrooms. She welcomed the new employees and congratulated the Employee of the Month. She shared a Huard and Associates Report with the Governing Board.

Ms. Sarmiento shared that she visited Palmer Way School and commented how great the new playground equipment is. She shared that she attended Olivewood School and John A. Otis School backpack giveaways with her grandson. She welcomed the new employees and congratulated the Employee of the Month.

## **19. ADJOURNMENT**

Board President, Alma Sarmiento, adjourned to closed session at 6:55 p.m.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to issue payment in the amount of \$364.95 to resolve claim number 201920-01.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to issue payment in the amount of \$169.00 to resolve claim number 201920-02.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2019030777. The agreement includes funds for Special Education Services and fees in exchange for a waiver of claims against the District.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2019031140. The agreement includes funds for Special Education Services and fees in exchange for a waiver of claims against the District.

Board President, Alma Sarmiento, adjourned the meeting at 7:15 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

Speaker:               Leighangela Brady, Superintendent

Quick Summary /       None  
Abstract:



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

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

Speaker:               Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact:     See staff recommendations table.

Attachments:  
Staff recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**  
**August 21, 2019**

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

None				
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**Temporary Employment**

None				
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**Additional Duties**

1. Veronica Bueno	Technology Site Liaison Kimball School	2019– 2020 school year	\$1000 per year	Site Funds
2. Lourdes Cabrales	English Learner Site Liaison John Otis School	2019– 2020 school year	\$1000 per year	Site Funds
3. Kim Carnagey	50% Technology Site Liaison El Toyon School	2019– 2020 school year	\$500 per year	Site Funds
4. Patricia Carrillo	English Learner Site Liaison El Toyon School	2019– 2020 school year	\$1000 per year	Site Funds
5. Angelica Del Razo	50% Technology Site Liaison Lincoln Acres School	2019– 2020 school year	\$500 per year	Site Funds
6. Maria Duarte	English Learner Site Liaison Central School	2019– 2020 school year	\$1000 per year	Site Funds
7. Veronica Dueñas	English Learner Site Liaison Rancho de la Nación School	2019– 2020 school year	\$1000 per year	Site Funds
8. Angela Franco	English Learner Site Liaison Kimball School	2019– 2020 school year	\$1000 per year	Site Funds
9. Martha Garcia-Gallaga	English Learner Site Liaison Las Palmas School	2019– 2020 school year	\$1000 per year	Site Funds
10. Delilah Gil-Dang	English Learner Site Liaison Lincoln Acres School	2019– 2020 school year	\$1000 per year	Site Funds
11. Elizabeth Gonzalez	Technology Site Liaison John Otis School	2019– 2020 school year	\$1000 per year	Site Funds
12. Bethzaida Johnson	Technology Site Liaison Las Palmas School	2019– 2020 school year	\$1000 per year	Site Funds
13. Jacqueline Ma	50% Technology Site Liaison Lincoln Acres School	2019– 2020 school year	\$500 per year	Site Funds

14. Michelle Manchester	Technology Site Liaison Central School	2019– 2020 school year	\$1000 per year	Site Funds
15. Elizabeth McEvoy	50% Technology Site Liaison El Toyon School	2019– 2020 school year	\$500 per year	Site Funds
16. Eulalia Nava	English Learner Site Liaison Olivewood School	2019– 2020 school year	\$1000 per year	Site Funds
17. Rochelle Rabin	50% Technology Site Liaison Palmer Way School	2019– 2020 school year	\$500 per year	Site Funds
18. Yvonne San Martin- Vallejo	English Learner Site Liaison Ira Harbison School	2019– 2020 school year	\$1000 per year	Site Funds
19. Aaron Schall	Technology Site Liaison Ira Harbison School	2019– 2020 school year	\$1000 per year	Site Funds
20. Linda Vazquez	Technology Site Liaison Olivewood School	2019– 2020 school year	\$1000 per year	Site Funds
21. Thao Vo	50% Technology Site Liaison Palmer Way School	2019– 2020 school year	\$500 per year	Site Funds
22. Diana Whitaker	English Learner Site Liaison Palmer Way School	2019– 2020 school year	\$1000 per year	Site Funds
23. Jessie Yim	Technology Site Liaison Rancho de la Nación School	2019– 2020 school year	\$1000 per year	Site Funds

**Contract Extension/Change**

None				
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**Leave of Absence**

None				
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**CLASSIFIED STAFF RECOMMENDATIONS**

**August 21, 2019**

**Name**

**Position**

**Effective Date**

**Placement**

**Funding  
Source**

**Employment**

24. Brenda Arellano	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	August 23, 2019	Range 8, Step 1	General Fund
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25. Johnny Flake	School Bus Driver 4 hours per day 210 days per year Transportation Department	August 23, 2019	Range 21, Step 1	General Fund
26. Letecia Flores	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Ira Harbison School	August 23, 2019	Range 16, Step 1	General Fund
27. Dalvette Gonzalez	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Lincoln Acres School	August 23, 2019	Range 18, Step 1	General Fund
28. Janet Nava	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Rancho de la Nación School	August 23, 2019	Range 18, Step 1	General Fund
29. Ileana Nuño	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Kimball School	August 23, 2019	Range 16, Step 1	General Fund

**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**

30. Mina Hermoso	Child Nutrition Services Assistant Central School	August 7, 2019 - September 11, 2019	FMLA	
31. Lisa Valdes	Instructional Assistant- Special Education District Office	September 3, 2019 - September 3, 2020	Unpaid leave of absence	

<b>Temporary Hires Pre-Approved Impact Teacher</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
1. Francisca Anglin-Tortorello	Impact Teacher (1 of 25)	John Otis School	August 23, 2019
2. Terrie Blunk	Impact Teacher (2 of 25)	Palmer Way School	August 23, 2019
3. Wendy Elliott	Impact Teacher (3 of 25)	Lincoln Acres School	August 23, 2019
4. Kari Guentner	Impact Teacher (4 of 25)	Rancho de la Nación School	August 23, 2019
5. Tim Kent	Impact Teacher (5 of 25)	Las Palmas School	August 23, 2019
6. Sarah Lamb	Impact Teacher (6 of 25)	Kimball School	August 23, 2019
7. Gayle Neville	Impact Teacher (7 of 25)	Rancho de la Nación School	August 23, 2019
8. Yolanda Orozco	Impact Teacher (8 of 25)	El Toyon School	August 23, 2019
9. Eugenia Salazar	Impact Teacher (9 of 25)	John Otis School	August 23, 2019
10. Barbara Sapper	Impact Teacher (10 of 25)	Las Palmas School	August 23, 2019
11. Lynn Stacey	Impact Teacher (11 of 25)	Rancho de la Nación School	August 23, 2019
12. Alma Armida Valencia	Impact Teacher (12 of 25)	Central School	August 23, 2019

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /  
Abstract: None

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

Speaker: Christopher Carson, Assistant Superintendent Business Services

Quick Summary /  
Abstract: None

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve Independent Contractor Agreement #CT3423 with Huard and Associates.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Huard and Associates has provided quality and dependable communication support to spotlight National School District programs, partnerships, and successes.

This proposal will enable the District to utilize Huard and Associates for communication and promotional needs at a rate of \$150/hour, not to exceed \$20,000 for the 2019-20 school year.

Comments: Through Huard and Associates, National School District has worked to enhance public opinion of District successes and build community. In addition, a focus has been to highlight successful programs and partnerships in an effort to gain and retain students and bring additional resources to our District.

Huard & Associates provides communication and promotional services for National School District including message development, media relations, district publications, website content, op-ed pieces, newsletters, outreach coordination, and social media program.

Recommended Motion: Approve Independent Contractor Agreement #CT3423 with Huard and Associates.

Financial Impact: Contract cost: Not to exceed \$20,000  
Additional staffing costs: \$0  
Other costs: \$0  
Annual Cost  
General Fund

Attachments:  
CT3423



[ - ] [ - ] [ - ] [ - ] [ - ]  
Fund Res Goal Function Object

School Contract No. CT3423

## 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

Huard and Associates PO Box 421024

Contractor

Taxpayer ID Number

Mailing Address

San Diego

CA

92142-1024

, 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. Huard & Associates will provide in-house and public communication services, marketing and promotional assistance will be provided.

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

2. Term. Contractor shall commence providing services under this Agreement on August 22, 2019, and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Thousand and 00/100 Dollars (\$ 20,000 ).

District shall pay Contractor according to the following terms and conditions:

Services billed at \$150/hour

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

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

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

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

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

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
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 contract, 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 liability insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue  
National City, CA 91950

For Contractor: PO Box 421024  
San Diego, CA 92142-1024

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 22<sup>th</sup> day of August, 2019.

#### **NATIONAL SCHOOL DISTRICT**

#### **CONTRACTOR**

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

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

Asstistant Superintendent, Business Services  
\_\_\_\_\_  
Title

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

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

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

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

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

Agenda Item: **14. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **14.A. First reading of Board Policies and Administrative Regulations suggested updates.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.

Comments: To preview suggested revisions, see Exhibit A.

Attachments:  
Exhibit A

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Amend contract #CT3505 with The Regents of the University of California, Irvine.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: This amendment is to replace the previous approved UCI contract template for #CT3505. The contract terms of the new contract template are the same, and the provisions of the services for National School District are unchanged. The only variance is the aesthetic presentation of the template.

Comments: Contract #CT3505 with Regents of the University of California, Irvine was approved on April 10, 2019 for 2019-2020 to provide TK-6 support of math units at all sites. The new template reflects the same provisions and the only difference is the UCI contract template.

Recommended Motion: Amend contract #CT3505 with The Regents of the University of California, Irvine.

Attachments:  
CT3505





This Sales and Services Agreement (this "Agreement"), dated 7/1/2019 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, Center for Educational Partnerships, Irvine Math Project, and National School District ("Client"), having a principal place of business at 1500 N Avenue, National City, CA 91950.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

## Section 1 – Term and Termination.

### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## Section 2 – Statement of Work.

### 2.1. Services.

University shall perform the services set forth in Exhibit A (the "Services").

### 2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an

infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 – Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## **Section 4 – Insurance.**

### **4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

**Commercial Form General Liability Insurance (contractual liability included):**

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

**Commercial Form General Liability Insurance:**

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

**Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

**Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear

on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

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Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

#### **Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

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There are no intended third-party beneficiaries to this Agreement.

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Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;

- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

#### **Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

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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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

#### **Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

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Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

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California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

#### **Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **Section 22 – Entire Agreement/Integration.**

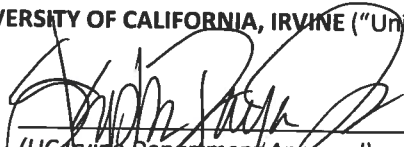
This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

**Section 23 - Authority of Parties/Signatories.**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
UNIVERSITY OF CALIFORNIA, IRVINE ("University")**

**Client: NATIONAL SCHOOL DISTRICT**

  
(UC Irvine Department Approval) Date 1/25/19  
Name: Stephanie Reyes-Tuccio Ph.D.  
Title: Assistant Vice Chancellor, Educational Partnerships

\_\_\_\_\_  
Signature Date  
Name:  
Title: Assistant Superintendent, Business  
Services  
Tax ID #:

\_\_\_\_\_  
Signature Date  
Name: Snehal Bhatt  
Title: Chief Procurement Office, Procurement Services

**SMOKE AND TOBACCO-FREE ENVIRONMENT:** The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/policies/pols/903-14.html>.

## **EXHIBIT A – STATEMENT OF WORK**

### **I. PARTIES**

#### **CLIENT**

Full Legal Name: National School District

Address (principal place of business): 1500 N Avenue, National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Sharmila Kraft, Assistant Superintendent, Educational Services

Invoice Remittance Address/Instructions: 1500 N Avenue, National City, CA 91950

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):* N/A

#### **UNIVERSITY**

Name (of Campus/Department): Center for Educational Partnerships, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92697-2505

Phone Number: 949-824-6278

University Contact: Karajeane Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):* N/A

### **II. TERM OF AGREEMENT**

This Agreement begins on July 1, 2019 and ends on 6/30/2020, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### III. STATEMENT OF WORK

Services:	Services are outlined as per Appendix A, attached hereto and made part of the agreement.
Deliverables:	N/A
Information/Materials provided by Client:	N/A
Additional Client Responsibilities:	N/A

### IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):	\$157,916
Payment Schedule:	Invoice client at end of services
Terms of Payment:	<b>Net 30</b>
Limitations of Charges (if any):	N/A
Invoicing Address:	Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975
Form of Payment:	Please make checks payable to: UC Irvine - UC Regents <b><i>All payments must reference the agreement number #UCI-1920BC-007.</i></b>



**Irvine Math Project- National City School District School District  
Math Proposal 2019-2020**

To continue to support the preparation of NSD teachers to successfully implement the common core math standards, the UC Irvine Math Project will partner with the district to provide SPED pacing, content and pedagogy focused PD and administrator training.

<b>2019-2020 Professional Development</b>		
<b>4 Days of K-6 Administrator PD.</b> The 2 Fall days will focus on preparing administrators to know what to look for in classrooms and what feedback to provide and then practice this with video lessons. The 2 Winter/Spring dates will include classroom walk-throughs, analysis and debrief about the observation and subsequent support to provide.	\$2,070 per day x 4 days	\$8,280
<b>Create SPED Pacing for K-6 math.</b> Each course will take the existing pacing and note which lessons could be skipped, which to spend more time on and the overall pacing for these students. Suggestions will be based upon the vertical articulation of the standards and knowledge of what SPED students can and will use and learn.	\$2,000 per course.  7 courses	\$14,000
<b>Edit K-6 Pacing</b> to new order requested by teachers and to be organized by Trimester.	\$1,000 per course  7 courses	\$7,000
<b>Provide 3 days Pedagogical Content PD days for each grade, K- 6.</b> Each day will focus on a major unit for that grade, with teachers participating in lessons to understand the content and pedagogical approaches. Teachers will analyze strategies and consider how the content fits in the overall progression of that topic. Each day will end with teachers reading and analyzing the corresponding framework section to understand the pacing. Academic Language will be a theme focused upon and brought out during all content days. PD scheduled as release days	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  3 days per course x 7 courses = 21 days.	\$43,470
<b>Provide Start of School PD</b> to teachers who are new, changed grade levels or missed receiving solid support for major math topics taught early in the year. 1 day each for grades 3 & 6 2 days each for grades 4 & 5	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  Grade 3: Multiplication Grade 4: Multiplication & Fractions Grade 5: Add/Sub fractions & Mult. Divide fractions Grade 6: Ratios  6 Total days	\$12,420
<b>Provide PD for grades 3-6 teachers</b> to better prepare students for SBAC through <b>Performance Tasks and Unit Exam analysis and re-teaching strategies.</b> Day 1 involves training the DRT's to lead an introductory day helping teachers understand unit	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  1 day DRT's	\$18,630

exams, SBAC creation and performance tasks specifications. DRTs will then lead ½ days with grades 3-6 teachers to prepare them to implement performance tasks and unit exams. Days 2-3 for EACH grade level will involve bringing back results from exams/PTs to learn how to implement the rubric, look for patterns in student understanding, and discuss next steps in instruction. Teachers will each attend ½ day as a release time.	2 days per course, grades 3-6.  9 Total Days	
<b>Provide PD for Demo Teachers.</b> Each trimester, IMP will train the DRT's and Demo teachers on a specific pedagogical topic: CGI/OA word problems, Number Talks, and Classroom Discourse. IMP will help this group know how to implement these strategies as well as help them plan a PD they can lead during the breaks.	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  1 day per trimester (day includes all grades) 3 total days	\$6,210
<b>Provide Classroom Support for Demo Teachers</b> IMP will observe the Demo teachers as they implement the pedagogical topic from the PD day and provide support through modeling, co-teaching or debrief and analysis. Trimester 1, IMP will directly support all Demo teachers. Trimesters 2 & 3, IMP will directly support targeted teachers while having DRTs join so they can support the remaining demo teachers.	\$2,070 per presenter per day  Trimester 1: 7 days- 1 day per grade level (up to 3 teachers per grade level)  Trimesters 2 & 3: 3 days per trimester to support selected teachers directly in their classroom  13 Total days	\$26,910
<b>Provide PD for RSP and SDC Teachers.</b> Days will focus on research on How the Brain Learns Math and Universal Design for Learning. In addition, each day will devote time to the vertical development of major topics so teachers can support those ready above and below their target grade level.	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  2 days (1 focused on K-2 and 1 day for 3-6 topics)	\$4,140
<b>General Support &amp; Product Review</b> General Teacher, Admin team, district, and partnership communication and support. Includes review of all products.		\$2,500
<b>2019-2020 Totals and Overhead</b>		
10% UCI CFEP Indirect Rate		\$14,356
<b>Total 2019-2020</b>		<b>\$157,916</b>



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions for Sales and Services

This Sales and Services Agreement (this "Agreement"), dated 7/1/2019 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a Corporation as established in Article IX, Section 9 of the California State Constitution public, on behalf of the University of California, Irvine, Center for Educational Partnerships, Irvine Math Project, and National School District ("Client"), having a principal place of business at 1500 N Avenue, National City, CA 91950.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## **Section 2 – Statement of Work.**

### **2.1. Services.**

University shall perform the services set forth in Exhibit A (the “Services”).

### **2.2. Ownership/License of Deliverables.**

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 – Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## **Section 4 – Insurance.**

### **Section 4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance  
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000

Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

#### **Section 4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

#### **Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the grossly negligent or wrongful acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnifying party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

#### **Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE

FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

#### **Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

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Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

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California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

#### **Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **Section 22 – Entire Agreement/Integration.**

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ACKNOWLEDGED AND ACCEPTED BY:

**The Regents of the University of California**

  
(UC Irvine Department Approval)

4/3/19  
Date

Name: Stephanie Reyes-Tuccio Ph.D.

Title: Assistant Vice Chancellor, Educational Partnerships

\_\_\_\_\_  
Used by UCI Procurement Services.  
Procurement Services

\_\_\_\_\_  
Date

**Buyer:** National School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: Christopher Carson

Title: Assistant Superintendent, Business Services

Tax ID #:

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

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### **I. PARTIES**

#### Client

Full Legal Name: National School District

Address (principal place of business): 1500 N Avenue, National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Sharmila Kraft, Assistant Superintendent, Educational Services

Invoice Remittance Address/Instructions: Accounts Payable: 1500 N Avenue, National City, CA 91950

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

#### University

Name (of Campus/Department): Center for Educational Partnerships, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine CA, 92697-2505

Phone Number: 949-824-6278

University Contact: Karajean Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier's Office, University of California, Irvine, CA 92697-1975

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

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This Agreement begins on July 1, 2019 and ends on June 30, 2020, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### **III. STATEMENT OF WORK**

#### Services:

Services are outlined as per Appendix A, attached hereto and made part of this agreement.

#### Deliverables:

N/A

Information/Materials provided by Client:

N/A

Additional Client Responsibilities:

N/A

#### **IV. FEES AND PAYMENT SCHEDULE**

Fees (i.e., Rates/Cost): \$ 157,916

Payment Schedule: Invoice client at end of services, Net 30

Terms of Payment:

Limitations of Charges (if any): N/A

Invoicing Address: Accounts Payable: 1500 N Avenue, National City, CA 91950

Form of Payment: Check Payable to: The Regents of the University of California

ORIGINAL

**Irvine Math Project- National City School District School District  
Math Proposal 2019-2020**

To continue to support the preparation of NSD teachers to successfully implement the common core math standards, the UC Irvine Math Project will partner with the district to provide SPED pacing, content and pedagogy focused PD and administrator training.

<b>2019-2020 Professional Development</b>		
<b>4 Days of K-6 Administrator PD.</b> The 2 Fall days will focus on preparing administrators to know what to look for in classrooms and what feedback to provide and then practice this with video lessons. The 2 Winter/Spring dates will include classroom walk-throughs, analysis and debrief about the observation and subsequent support to provide.	\$2,070 per day x 4 days	\$8,280
<b>Create SPED Pacing for K-6 math.</b> Each course will take the existing pacing and note which lessons could be skipped, which to spend more time on and the overall pacing for these students. Suggestions will be based upon the vertical articulation of the standards and knowledge of what SPED students can and will use and learn.	\$2,000 per course.  7 courses	\$14,000
<b>Edit K-6 Pacing</b> to new order requested by teachers and to be organized by Trimester.	\$1,000 per course  7 courses	\$7,000
<b>Provide 3 days Pedagogical Content PD days for each grade, K- 6.</b> Each day will focus on a major unit for that grade, with teachers participating in lessons to understand the content and pedagogical approaches. Teachers will analyze strategies and consider how the content fits in the overall progression of that topic. Each day will end with teachers reading and analyzing the corresponding framework section to understand the pacing. Academic Language will be a theme focused upon and brought out during all content days. PD scheduled as release days	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  3 days per course x 7 courses = 21 days.	\$43,470
<b>Provide Start of School PD</b> to teachers who are new, changed grade levels or missed receiving solid support for major math topics taught early in the year. 1 day each for grades 3 & 6 2 days each for grades 4 & 5	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  Grade 3: Multiplication Grade 4: Multiplication & Fractions Grade 5: Add/Sub fractions & Mult. Divide fractions Grade 6: Ratios  6 Total days	\$12,420
<b>Provide PD for grades 3-6 teachers</b> to better prepare students for <b>SBAC</b> through <b>Performance Tasks and Unit Exam analysis and re-teaching strategies.</b> Day 1 involves training the DRT's to lead an introductory day helping teachers understand unit	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  1 day DRT's	\$18,630

exams, SBAC creation and performance tasks specifications. DRTs will then lead ½ days with grades 3-6 teachers to prepare them to implement performance tasks and unit exams. Days 2-3 for EACH grade level will involve bringing back results from exams/PTs to learn how to implement the rubric, look for patterns in student understanding, and discuss next steps in instruction. Teachers will each attend ½ day as a release time.	2 days per course, grades 3-6.  9 Total Days	
<b>Provide PD for Demo Teachers.</b> Each trimester, IMP will train the DRT's and Demo teachers on a specific pedagogical topic: CGI/OA word problems, Number Talks, and Classroom Discourse. IMP will help this group know how to implement these strategies as well as help them plan a PD they can lead during the breaks.	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  1 day per trimester (day includes all grades) 3 total days	\$6,210
<b>Provide Classroom Support for Demo Teachers</b> IMP will observe the Demo teachers as they implement the pedagogical topic from the PD day and provide support through modeling, co-teaching or debrief and analysis. Trimester 1, IMP will directly support all Demo teachers. Trimesters 2 & 3, IMP will directly support targeted teachers while having DRTs join so they can support the remaining demo teachers.	\$2,070 per presenter per day  Trimester 1: 7 days- 1 day per grade level (up to 3 teachers per grade level)  Trimesters 2 & 3: 3 days per trimester to support selected teachers directly in their classroom  13 Total days	\$26,910
<b>Provide PD for RSP and SDC Teachers.</b> Days will focus on research on How the Brain Learns Math and Universal Design for Learning. In addition, each day will devote time to the vertical development of major topics so teachers can support those ready above and below their target grade level.	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  2 days (1 focused on K-2 and 1 day for 3-6 topics)	\$4,140
<b>General Support &amp; Product Review</b> General Teacher, Admin team, district, and partnership communication and support. Includes review of all products.		\$2,500
<b>2019-2020 Totals and Overhead</b>		
10% UCI CFEP Indirect Rate		\$14,356
<b>Total 2019-2020</b>		<b>\$157,916</b>

Agenda Item: **15.B. Approve consultant contract #CT3632 with Escuela de Música to provide a music enrichment program for National School District students.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this contract will provide Mariachi programming for students across the District. The program provides students with basic music skills using recorders, then moves them into the traditional Mariachi instruments. The National School District Mariachi program performs not only for District events, but is also requested to perform throughout the county.

Comments: Escuela de Música has a long-standing relationship with the District. Transportation is provided from all schools to attend classes at Las Palmas School on Monday, Tuesday, and Wednesday.

Recommended Motion: Approve consultant contract #CT3632 with Escuela de Música to a provide music enrichment program for National School District students.

Financial Impact: Contract cost: Not to exceed \$71,000  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3632

[ 01 - 00 ] [ 0922 - 003 ] [ 1110 ] [ 1000 ] [ 5800 - 000 ] [ 020 ]  
Fund Res Goal Function Object

School Contract No. 3632

## 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  
**ESCUELA DE MUSICA** 1219 LA CASA DRIVE

Contractor	Taxpayer ID Number	Mailing Address
<u>SAN MARCOS</u>	<u>CA</u>	<u>92078</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

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

1.

PROVIDE MARIACHI CLASSES FOR STUDENTS IN GRADES 1-6, THREE DAYS A WEEK (MONDAY/TUESDAY/WEDNESDAY), TWO HOURS PER DAY.

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

2. Term. Contractor shall commence providing services under this Agreement on AUGUST 26, 2019, and will diligently perform as required and complete performance by MAY 27, 2020.



3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed SEVENTY ONE THOUSAND Dollars (\$ 71,000.00). District shall pay Contractor according to the following terms and conditions:

UPON RECEIPT OF APPROVED INVOICE

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

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

N/A

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

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

N/A

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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 contract, 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: 1219 LA CASA DRIVE  
SAN MARCOS, CA 92078

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 22 day of AUGUST, 2019.

#### **NATIONAL SCHOOL DISTRICT**

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

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

Assistant Superintendent, Bus. Services  
\_\_\_\_\_  
Title

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

#### **CONTRACTOR**

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

Alfredo Aranda  
\_\_\_\_\_  
Typed Name

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

619-743-4639  
\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item:	<b>15.C. Approve contract #CT3655 with SWANK Movie Licensing USA to provide a public performance site license to National School District.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this contract will keep National School District in compliance with U.S. Copyright Law regarding Public Performance Site License.
Comments:	<p>The public license will allow National School District to publicly show movies during school hours and non-teaching activities and programs (i.e. family movie nights, inside recess, before/after school programs, parent group functions). Swank Movie Licensing USA is authorized to provide the Public Performance Site License to K12 schools for major Hollywood studios.</p> <p>The initial contract will go to the Governing Board for approval then added to the annual maintenance list for annual approval.</p>
Recommended Motion:	Approve contract #CT3655 with Swank Movie Licensing USA to provide a Public Performance Site License for the length agreement of three years.
Financial Impact:	<p>Contract cost: \$12,794</p> <p>Additional staffing cost: \$0</p> <p>Other costs: \$0</p> <p>Three-year cost</p> <p>General Fund</p>
Attachments:	CT3655

# Public Performance Site License Terms & Conditions

## INSTRUCTIONS AND GUIDELINES

This form must be completed before the license coverage can be processed. The start date for the license is yours to select. The agreement will run consecutively from the chosen date for the time period selected. Swank Movie Licensing USA does not provide a copy of the physical movie content; however, you may buy, borrow or rent physical copies of the movie or stream movies from any legal source. This license authorizes unlimited movie showings by anyone in the school buildings, regardless of whether or not they are affiliated with the school. The invoice and all licenses are sent directly to the billing/renewal contact listed on this agreement.

## LICENSE AND COPYRIGHT RESTRICTIONS

This license is for K-12 schools only. Refunds are not granted after the license has been processed; however, you may request cancellation any time after the initial term of agreement. Movie showings must take place inside the school building. Coverage does **not** include outdoor events or showings off campus. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of available studios can be found on our website. Violation of this agreement is subject to the penalties set forth in the Federal Copyright Act.

## ADVERTISING GUIDELINES

We encourage you to print publicity materials from **swank.com/k-12-schools** to advertise the movie in your facility or to pass out directly to students and staff. If you choose to advertise through media (such as radio, television or a website), you may do so, as long as the movie title and studio name are not used. For example, "Join us at ABC Elementary for a Family Movie Night at 7:00 p.m." is permitted.

## ADMISSION FEES, CONCESSIONS AND DONATIONS

Admission may be charged to cover the cost of this license. However, the amount collected may **not** exceed the cost of the license. In lieu of, or in addition to charging an admission, you may suggest donations and/or provide concessions.

## RENEWAL OF YOUR LICENSE

This Public Performance Site License is scheduled to renew at the end of your selected initial agreement. You may, however, request cancellation any time after the initial term of the agreement. Approximately one month prior to expiration, the renewal packet will be mailed. Any changes to the list of licensed schools need to be submitted prior to the current license expiration. As long as payment is made promptly, your district will remain in compliance without interruption. Requests for cancellation may be made by calling toll-free **1.877.321.1300** or emailing: **mail@movlic.com**.

**I have agreed to the Terms & Conditions as outlined above and authorize Swank Movie Licensing USA to process my request as completed.**

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Print Name: Christopher Carson

CT3655

January 1, 2019

To Whom It May Concern:

This letter serves as confirmation that the *Public Performance Site License* is a sole source product. **Swank Movie Licensing USA** is the exclusive licensing agent for the following major motion picture studios and their affiliates:

- Walt Disney Pictures
- Warner Bros. Pictures
- Paramount Pictures
- Hollywood Pictures
- Metro-Goldwyn-Mayer
- Sony Pictures
- NBC Universal
- DreamWorks Animation
- Columbia Pictures
- TriStar Pictures
- Touchstone Pictures
- United Artists
- Lionsgate
- Summit Entertainment
- New Line Cinema
- Focus Features
- Fine Line Features
- Warner Independent Films
- Paramount Vantage
- Screen Gems
- Global Road Entertainment

The Federal Copyright Act (Title 17 of the US Code) governs how copyrighted materials, such as movies, may be used. Neither the rental nor the purchase of a movie carries with it the right to show the movie publicly outside the home, unless the site where the movie is used is properly licensed for public exhibition. Swank Movie Licensing USA provides this Public Performance Site License to K-12 schools across the nation so that these entertainment movies can be shown legally in their school buildings.

Swank Movie Licensing USA is a division of Swank Motion Pictures, Inc. We have served as the non-theatrical distributor for the major motion picture studios for over 75 years. No division of Swank Movie Licensing USA, nor any other company, makes a similar or competing product. This product must be purchased directly by institutions from Swank Movie Licensing USA at the address listed above. There are no agents or dealer authorized to represent this product. Additionally, competition is precluded by the existence of a contractual agreement with the above mentioned motion picture studios. There is no other like licensing available for purchase that would serve the same purpose and function.

If you require additional information, please contact us toll-free at (877) 321-1300 or visit our website at: [swank.com/k-12-schools](http://swank.com/k-12-schools). Thank you for your interest in movie copyright compliance.

Sincerely,

*Swank Movie Licensing USA*



**Tim Swank**  
Chairman



## District Pricing for: National School District ANNUAL PUBLIC PERFORMANCE SITE LICENSE

Account #: 164333      Number of Schools Participating: 10

Individual School Name	School Enrollment	Individual School Pricing	1 YEAR 10% Disc.	2 YEAR 15% Disc.	3 YEAR 20% Disc.	5 YEAR 30% Disc.
Central Elementary School	588	\$536.00	\$483.00	\$912.00	\$1,287.00	\$1,876.00
El Toyon Elementary School	460	\$528.00	\$476.00	\$898.00	\$1,268.00	\$1,848.00
Ira Harbison Elementary School	520	\$536.00	\$483.00	\$912.00	\$1,287.00	\$1,876.00
Kimball Elementary School	405	\$528.00	\$476.00	\$898.00	\$1,268.00	\$1,848.00
Las Palmas Elementary School	645	\$536.00	\$483.00	\$912.00	\$1,287.00	\$1,876.00
Lincoln Acres Elementary School	555	\$536.00	\$483.00	\$912.00	\$1,287.00	\$1,876.00
Olivewood Elementary School	595	\$536.00	\$483.00	\$912.00	\$1,287.00	\$1,876.00
John A. Otis Elementary School	465	\$528.00	\$476.00	\$898.00	\$1,268.00	\$1,848.00
Palmer Way Elementary School	530	\$536.00	\$483.00	\$912.00	\$1,287.00	\$1,876.00
Rancho De La Nacion Elementary School	465	\$528.00	\$476.00	\$898.00	\$1,268.00	\$1,848.00

Average Cost per school:	\$533	\$480	\$906	\$1,279	\$1,865
	Indiv. Total	1 Year Total	2 Year Total	3 Year Total	5 Year Total
Totals:	<b>\$5,328.00</b>	<b>\$4,802.00</b>	<b>\$9,064.00</b>	<b>\$12,794.00</b>	<b>\$18,648.00</b>
		10% discount	15% discount	20% discount	30% discount

NOTE: The discount set up is based on all listed schools participating on one PO/invoice. If a school proceeds on their own, it reverts back to the individual list fee. All figures are rounded up. Quote valid 60 days from 8/1/19

Only a Public Performance License from *Swank Movie Licensing USA*  
provides your site with coverage from these top Hollywood Studios:



Swank Movie Licensing USA is the only company authorized to provide the **Public Performance Site License** to K12 schools for these major Hollywood studios: **Walt Disney Pictures, Paramount Pictures, Warner Bros., Sony Pictures, DreamWorks Animation/NBC/Universal Pictures, New Line Cinema, Lionsgate Films, MGM, Touchstone Pictures, Hollywood Pictures, Columbia Pictures, TriStar Pictures, Paramount Vantage, Paramount Classics, Summit Entertainment, Focus Features, Miramax, Warner Independent Pictures, Fine Line Features and United Artists.** License provides unlimited 24/7 building coverage for activities such as, but not limited to, student rewards, holiday parties, last days of school, movie nights, staffing emergencies, inside recess, in-between testing, parent group functions and more!

If your district will be doing a purchase order, please be sure to include the following:

- 1) List out each school name that is to be included in the licensing
- 2) Pick a start date for the licenses (It will run consecutively from this date)
- 3) If your district is tax exempt, include the ID number and exemption letter
- 4) Specify destination of license certificates (one specific person & department)
- 5) Specify address for billing purposes
- 6) Completed PO can be email it to [gbenten@movlic.com](mailto:gbenten@movlic.com)

# District Public Performance Site License Order Form

Please fax, email or mail form when complete.

## DISTRICT INFORMATION

District Name: National School District

District Physical Address: 1500 N Avenue

City: National City State: CA Zip: 91950

District Mailing Address: 1500 N Avenue

City: National City State: CA Zip: 91950

District Phone Number: 619-336-7500 Fax Number: 619-336-7551

Reason for Ordering License: \_\_\_\_\_

Notes: \_\_\_\_\_

**Two contact names are required to best service your account.**

Please complete the order form below by filling in the primary and secondary contact boxes.

### PRIMARY CONTACT

(Billing/Renewal Contact)

*This person will receive the license, invoice and renewal information packet.*

Full Name: Sharmila Kraft

Job Title: Assistant Superintendent, Ed. Services

Phone Number: 619-336-7742

Email: skraft@nsd.us

### SECONDARY CONTACT

(Movie Event Planning)


*This person will receive movie suggestions, copyright info and ideas to share.*

Full Name: Beverly Hayes

Job Title: Director, Educational Services

Phone Number: 619-336-7503

Email: bhayes@nsd.us

 Please check this box if the primary contact should also receive movie ideas and suggestions.

Additional email addresses for newsletters (if applicable): vcalzada@nsd.us

## LICENSE DETAILS

Total # of Schools Participating: 10 Total Price (per quote): \$ 12,794.00

License Start Date: August 22, 2019 Length of Agreement: ☐ 1 yr. ☐ 2 yr. ☒ 3 yr. ☐ 4 yr. ☐ 5

Your license will renew on this date

## PAYMENT OPTIONS

Bill Us: CT3655

☒ District office: National School District

Attn to: Virginia Fogerson

Address: 1500 N Avenue

City, State, Zip: National City, CA 91950

Purchase Order #: \_\_\_\_\_

State Tax Exempt Number: \_\_\_\_\_

*(Please include state issued exemption certificate)*

Payment Included:

☐ Check enclosed (postal mail only)

☐ Credit card

Card Type: ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

### For Office Use Only

Credit Card Auth #:  
Order #: \_\_\_\_\_

Agenda Item:	<b>15.D. Approve Independent Contractor Agreement #CT3661 with San Diego Guild of Puppetry to provide a 24-week puppet theater residency for Palmer Way School students in second and fifth grade.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>This proposal is for a 24-week puppet theater residency for grades second and fifth at Palmer Way School, two puppet parades, and workshops for the school-wide Fall Festival and Spring Art Festival.</p> <p>The program will provide 24 sessions of 50-60 minutes, where students will be immersed in community building through discussions around mindfulness, positive student behavior, conflict resolution, and bully prevention.</p> <p>Program will focus on PBIS (Positive Behavior Intervention System), students will analyze and chart positive phrases, behaviors and learning they've gathered from each of the tales they've explored. These will become the basis for the culminating performance in which each grade level will collaborate in creating their own Positive Behavior and Bully Prevention Performance for the entire school, or in smaller classroom settings, as deemed appropriate. Program will also strongly address both ELA (English Language Arts) and ELD (English Language Development) Standards.</p>
Comments:	August 26, 2019 - April 30, 2020 (excluding holidays) in the 2nd and 5th grade classrooms and auditorium.
Recommended Motion:	Approve Independent Contractor Agreement #CT3661 with San Diego Guild of Puppetry to provide a 24-week puppet theater residency for Palmer Way School students in second and fifth grade.
Financial Impact:	<p>Contract cost: \$7,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3661

01 . 00 | 0980 . 000 | 1110 | 1000 | 5800 . 000 | 900  
Fund Res Goal Function Object School

Contract No. CT3661

## 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 Guild of Puppetry** 281 East Milan Street

Contractor	Taxpayer ID Number	Mailing Address
<u>Chula Vista</u>	<u>CA</u>	<u>91910</u>
City	State	Zip Code

hereinafter referred to as "Contractor "

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

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

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

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

- 1 Contractor will provide a 24 week puppetry theater residency for grades 2<sup>nd</sup> and 5<sup>th</sup>, plus a professional puppetry performances and a giant puppet parade (as Introduction and Culmination events).

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

2. Term. Contractor shall commence providing services under this Agreement on The Week of August 26th, 2019., and will diligently perform as required and complete performance by April 30th, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven Thousand Dollars (\$7,000.00). District shall pay Contractor according to the following terms and conditions:

Upon completion of contract performance date.

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

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

N/A

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

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

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

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

Palmer Way Classrooms and Auditorium.

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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 contract, 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 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: 281 East Millan Street  
Chula Vista, CA 91910

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 22nd day of August, 2019.

**NATIONAL SCHOOL DISTRICT**

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

**Chris Carson**

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

**Asst. Supt. Business Services**

\_\_\_\_\_  
Title

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

**CONTRACTOR**

Lynne W. Jennings  
\_\_\_\_\_  
Signature of Authorized Agent

**Lynne W. Jennings, Exec. Director**

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

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

**Landline: 619-427-8088**

**Cell: 619-987-5345**

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

Agenda Item: **15.E. Approve Individualized Service contract #CT3662 with Premier Healthcare Services for a Licensed Vocational Nurse to be assigned to student #3713100 for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of the individualized service contract #CT3662 for student #3713100 will allow National School District to provide medical monitoring required to meet individualized needs and to meet the provisions of the student's individualized educational plan.

Comments: The master contract for Premier Healthcare Services was approved at the June 26, 2019 National School District Board meeting.

This student has been identified as a student on an Individualized Educational Program (IEP) for diverse learning needs. The student is in need of specialized support to be provided by a licensed vocational nurse.

Recommended Motion: Approve Individualized Service contract #CT3662 with Premier Healthcare Services for a Licensed Vocational Nurse to be assigned to student #3713100 for the 2019-20 school year.

Financial Impact: Contract cost: Not to exceed \$36,024  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3662

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2019-2020

This agreement is effective on 08/22/19 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National Schjool District Nonpublic Agency Premier Healthcare Services, LLC

LEA Case Manager: Name Meghann O'Connor Phone Number (619) 336-7740

Pupil Name   (Last)   (First)   (M.I.) Sex: ☐ M ☐ F Grade:

Address   City   State/Zip

DOB   Residential Setting: ☒ Home ☐ Foster ☐ LCI #   ☐ OTHER

Parent/Guardian   Phone   ( )   (Residence) (Business)

Address   City   State/Zip   (If different from student)

## AGREEMENT TERMS:

### A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)	\$38.00						
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2019-2020

SERVICE	Provider			# of Times per wk/mo/yr.; Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)							
Occupational Therapy - Certified OT Assistant (450)							
Occupational Therapy - Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services - Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities - Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services - Assessment (710)							
Interpreter Services (715)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$52,288.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 08/21/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Premier Healthcares Services, LLC  
(Name of Nonpublic Agency)

National School District  
(Name of School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

James Elkington  
(Name and Title)

Chris Carson, Assistant Superintendent-Business Services  
(Name of Superintendent or Authorized Designee)

Agenda Item: **16. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /  
Abstract: None

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Approve Resolution #19-20.05 Delegating Authority to Enter into Agreements with Apple Inc. to Purchase and Finance Equipment and Taking Related Actions.**

Speaker: Christopher Carson, Assistant Superintendent Business Services

Quick Summary / Abstract: The Board approved a technology purchase in the LCAP approval on June 26, 2019. The Board also approved the use of a piggyback bid to obtain Apple equipment, in compliance with California Public Contract Code section 20118 (Exhibit B). Under these two previous approvals, District staff propose to purchase iPads for primary students from Apple Inc. through a lease-purchase agreement; with a term of four years, for a total cost of \$1,214,023.16 (Exhibit B).

Comments: The Educational Services department surveyed District teachers regarding classroom technology for the primary grades. The survey results indicated that staff wanted iPads as the number one choice of device in their classrooms. This lease if approved, would provide one-to-one technology in the primary grades. Additionally, they would replace the existing tablets which are in need of replacement.

Recommended Motion: Approve Resolution #19-20.05 Delegating Authority to Enter into Agreements with Apple Inc. to Purchase and Finance Equipment and Taking Related Actions.

Financial Impact: Contract cost: \$1,214,023.16 Total Cost  
\$1,187,548.80 Principal  
\$26,474.36 Interest  
\$303,505.79 Annual Payments  
Additional staffing costs: \$0  
Other costs: \$0  
Four-year cost  
General Fund

Attachments:  
Resolution #19-20.05  
Exhibit B



# **National School District**

## **Resolution**

**#19-20.05**

**OF THE GOVERNING BOARD OF THE NATIONAL SCHOOL DISTRICT  
DELEGATING AUTHORITY TO ENTER INTO AGREEMENTS  
WITH APPLE INC. TO PURCHASE AND FINANCE EQUIPMENT  
AND TAKING RELATED ACTIONS**

**WHEREAS**, the National School District (“District”) is a California public school district;

**WHEREAS**, the District Governing Board (“Board”) has determined that a need exists for the acquisition of certain technology equipment from Apple Inc. (“Apple”);

**WHEREAS**, in order for the District to ensure the most up to date computer equipment, software and hardware is available for use by District students, staff, and faculty, it is necessary for the District to evaluate cost-effective options for obtaining such technology;

**WHEREAS**, Public Contract Code section 20111 typically requires awarding a contract for the procurement of equipment exceeding \$92,600 (for 2019) to the lowest bidder, with exceptions for certain alternative procurement procedures;

**WHEREAS**, Public Contract Code section 20118 provides that if there is a contract between a vendor and a public agency, then the governing board of any school district may authorize the purchase of equipment directly from the vendor and under the same terms, without advertising for bids, if it is in the best interests of the school district;

**WHEREAS**, on June 26, 2019, the Board adopted Resolution #18-19.40, authorizing the use of Glendale Unified School District’s publicly bid contract (“Contract”) for Apple equipment;

**WHEREAS**, the District desires to use the Contract, which is attached as Exhibit A, to acquire the Apple equipment;

**WHEREAS**, school districts are permitted to lease or lease-purchase equipment or service systems for a term not exceeding the useful life of the property, pursuant to Education Code section 17450;

**WHEREAS**, the District desires to enter a master lease purchase agreement (“Lease”) with Apple to finance the equipment;

**WHEREAS**, the Lease is in an amount not to exceed \$1,187,548.80 for a four-year term, and is attached as Exhibit B;

Resolution #19-20.05

August 21, 2019

Page 2

**WHEREAS**, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

**WHEREAS**, the District desires to delegate to the Superintendent's designee, the Assistant Superintendent of Business Services, Chris Carson, the authority to finalize, execute, and deliver documents to acquire the equipment and enter into the Lease.

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

**Section 1.** The recitals above are true and correct.

**Section 2.** The Board finds and determines the proposed acquisition and financing of Apple equipment is in the best interests of the District.

**Section 3.** The Board authorizes the Assistant Superintendent of Business Services or designee to acquire the equipment and enter into the Lease in substantially the same form as attached hereto, including any minor revisions.

**Section 4.** The Assistant Superintendent of Business Services or designee is authorized and directed to do any and all things to give effect to this Resolution and complete the transaction, including, but not limited to, executing and delivering any and all documents, as necessary.

**Section 5.** This Resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED AND ADOPTED** by the Board of the National School District on this 21<sup>st</sup> day of August 2019, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President of the Governing Board  
of the National School District

Agenda Item:	<b>17.B. Renew contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2019-2020 school year.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	Fresh Pizza Delivery Service is a program that presents a special day each month for every child to have a fresh slice of pizza prepared from scratch. For nutrition purposes, all fresh pizza delivered to the District schools for school lunches are made with whole wheat crust, and in compliance with the National School Lunch Program.
Comments:	Contract #CT3510 for Fresh Pizza Delivery Service was awarded to Little Caesars Pizza, Inc. on August 8, 2018. The award took place after an open Request for Quotes (RFQ). The contract included option to renew for up to three (3) years. Little Caesars Pizza, Inc. requested a minimal 4.3% increase in pricing. The District will pay \$6.25 per large pizza. Little Caesars service over the past year has been exemplary.
Recommended Motion:	Renew contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2019-2020 school year.
Financial Impact:	Contract cost: \$40,000 Additional staffing costs: \$0 Other costs: \$0 One time cost Cafeteria Fund
Attachments:	CT3510



Jon Hansen  
Director of Business Support Services

August 22, 2019

Little Caesar's Pizza  
1376 Montera Street  
Chula Vista, CA 91913

To Whom It May Concern,

This letter will serve as an agreement to extend National School District (District) contract #CT3510 with Little Caesar's Pizza for fresh pizza delivery service from August 23, 2019 through June 30, 2020. The District agrees to a price increase from \$5.99 per large pizza to \$6.25 per large pizza. Total value of contract for the time period stated above will not exceed \$40,000.00. All documents included with original Request for Quotes, and with contract #CT3510 will remain in effect during this extension.

**VENDOR:** Little Caesar's Pizza

**DISTRICT:** National School District

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Printed Name of Authorized Signatory

Its \_\_\_\_\_

Governing Board Date 08/21/2019

(Corporate Seal)

**NATIONAL SCHOOL DISTRICT**  
**CHILD NUTRITION SERVICES • PURCHASING • WAREHOUSE**  
1500 'N' Avenue • National City, CA 91950 • (619) 336-7730 • Fax (619) 336-7531 • <http://nsd.us>

*Creating Successful Learners... Now*

Agenda Item:	<b>17.C. Approve Contract #CT3657 with School Services of California for fiscal management information services.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	Approval of contract #CT3657 will provide the District with the daily SSCAL Fiscal Report news and information articles on the state of California school finance. If approved, this contract will replace #CT3530, approved on June 26, 2019 in the annual maintenance list for the amount of \$3,660.
Comments:	<p>Access to the Fiscal Report include the following:</p> <p>School Services of California (SSCAL) is the recognized leader in California for school finance.</p> <ul style="list-style-type: none"> <li>• Information on school finance and policy issues.</li> <li>• An analysis of legislative bills that are pending or have been signed in to law.</li> <li>• Preliminary calculations of the District's Local Control Funding Formula (LCFF).</li> </ul> <p>In addition to the Fiscal Report, the District may receive up to 12 hours of direct services as requested, for general National School District specific fiscal/mandate cost issues. These services are performed via telephone or email.</p>
Recommended Motion:	Approve Contract #CT3657 with School Services of California for fiscal management information services.
Financial Impact:	<p>Contract cost: \$3,900</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3657

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an Agreement between the **NATIONAL ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of October 1, 2019.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact local educational agency fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Associate Student Body
  - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - e. Preliminary local educational agency revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

**NATIONAL ELEMENTARY SCHOOL DISTRICT**

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- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
- 2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, Special Education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- 3. The Client agrees to pay to Consultant for services rendered under this Agreement:
  - a. \$3,900 annually, plus expenses, or payable at \$325 per month, plus expenses, upon receipt of a billing from Consultant
  - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

**NATIONAL ELEMENTARY SCHOOL DISTRICT**

4. This Agreement shall be for the period of one year, beginning October 1, 2019, and terminating September 30, 2020. This Agreement may be terminated prior to September 30, 2020, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
  
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

National Elementary School District

BY:  \_\_\_\_\_ DATE: August 1, 2019

JOHN D. GRAY

President

School Services of California, Inc.



Agenda Item:	<b>17.D. Ratify/Approve Purchase Orders, Contracts and Warrants as summarized and detailed in Exhibit C.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	<p>This current agenda item is being brought forward to ratify previous purchase orders and cure errors in previous PeopleSoft reports. Typically, the Board approves District purchases through purchase orders. Since April 2016, purchase orders had been prepared based on PeopleSoft reports. In some instances, these reports omitted tax and fully closed out purchase orders. As a result, there are some District purchases where the Board did not approve the purchase order with the total amount or did not approve a purchase order at all due to the PeopleSoft reporting error.</p> <p>Ratification of these previous purchases will have no impact on the District budget, as the total and correct amount of purchases were at all times processed through the County Office of Education. All expenditures within these purchase orders were disclosed in the subsequent check registers at payment, and did not increase District expenses in any way.</p>
Comments:	The District transitioned from its old Financial Information System (FIS) to “PeopleSoft” in April of 2016. The implementation of this new system created a huge learning curve for districts all over the County as accounting and administrative staff learned how to use and adjust the system settings and functions. Moving forward, these irregularities have been resolved, and all purchase order listings provided by PeopleSoft will also include fully closed-out purchase orders.
Recommended Motion:	Ratify/Approve Purchase Orders, Contracts and Warrants as summarized and detailed in Exhibit C.
Financial Impact:	See Exhibit C for summary of expenditures; all funds expended are included in the listed totals.
Attachments:	Exhibit C

Agenda Item:	<b>17.E. Accept Gifts.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> <li>1. \$1,000.00 from Mission Federal Credit Union to National School District for breakfast for the All Staff Event.</li> <li>2. \$159.95 from Ira Harbison’s first grade teachers to Ira Harbison School for field trips and any school needs.</li> </ol>
Quick Summary / Abstract:	<ul style="list-style-type: none"> <li>• Mission Federal Credit Union is a community partner with an interest in supporting local youth.</li> <li>• Ira Harbison first grade teachers have an interest in supporting youth.</li> </ul>
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept Gifts.
Financial Impact:	N/A

Agenda Item: **18. BOARD WORKSHOP**

Agenda Item: **19. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **20. ADJOURNMENT**