



## **SPECIAL MEETING OF THE GOVERNING BOARD**

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

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

Wednesday, August 22, 2018

Closed Session -- 5:00 p.m.

Open Session – 5:30 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**

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.

Maria Betancourt-Castañeda, Board President

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION**

Closed session in accordance with Government Code Section 54957:

**PUBLIC EMPLOYEE APPOINTMENT**

Title: Principal

Closed session in accordance with Government Code Section 54957.6: **CONFERENCE WITH LABOR NEGOTIATOR**

Agency negotiator: Leticia Hernandez

Employee organizations: California School Employees Association National City Elementary Teachers Association

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

**7. PLEDGE OF ALLEGIANCE**

**8. ROLL CALL**

**9. PUBLIC COMMUNICATIONS**

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.

Maria Betancourt-Castañeda, Board President

## 10. HUMAN RESOURCES

10.1. Ratify/approve recommended actions in personnel activity list.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

## 11. EDUCATIONAL SERVICES

11.1. Approve Contract #CT3518 with Dr. Jill Weckerley for an Independent Educational Evaluation for student #3708625.

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

11.2. Approve contract #CT3519 with Dr. Andrea Weinberg for an Independent Speech & Language Evaluation for student #3708625.

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

11.3. Approve contract #CT3520 with Marjorie Block for an Independent Occupational Therapy Evaluation for student #3708625.

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

## 12. ADJOURNMENT

  
\_\_\_\_\_  
Maria Betancourt-Castañeda, Board President

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, 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**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54957:  
**PUBLIC EMPLOYEE APPOINTMENT**  
Title: Principal

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary / Abstract: Board:  
Ms. 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. PUBLIC COMMUNICATIONS**

Speaker: Maria Betancourt-Castañeda, 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: **10. HUMAN RESOURCES**

Agenda Item: **10.1. Ratify/approve recommended actions in personnel activity list.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:  
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**

August 22, 2018

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

1. Marianne Loudermilk	Classroom Teacher 6.58 hours per day 185 days per year John Otis School	August 23, 2018	Class 1, Step 1	General Fund
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**Temporary Employment**

None				
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**Additional Duties**

2. Somer Bizzle	Technology Site Liaison Kimball School	2018 – 2019 school year	\$1000 per year	Site Funds
3. Lourdes Cabrales	English Learner Site Liaison John Otis School	2018 – 2019 school year	\$1000 per year	Site Funds
4. Kimberly Carnagey	50% Technology Site Liaison El Toyon School	2018 – 2019 school year	\$500 per year	Site Funds
5. Patricia Carrillo	English Learner Site Liaison El Toyon School	2018 – 2019 school year	\$1000 per year	Site Funds
6. Angela Franco	English Learner Site Liaison Kimball School	2018 – 2019 school year	\$1000 per year	Site Funds
7. Martha Garcia-Gallaga	English Learner Site Liaison Las Palmas School	2018 – 2019 school year	\$1000 per year	Site Funds
8. Jessica Gastelum	50% Technology Site Liaison Lincoln Acres School	2018 – 2019 school year	\$500 per year	Site Funds
9. Dalilah Gil-Dang	English Learner Site Liaison Lincoln Acres School	2018 – 2019 school year	\$1000 per year	Site Funds
10. Elizabeth Gonzalez	Technology Site Liaison John Otis School	2018 – 2019 school year	\$1000 per year	Site Funds
11. Betsy Johnson	Technology Site Liaison Las Palmas School	2018 – 2019 school year	\$1000 per year	Site Funds
12. Jackie Ma	50% Technology Site Liaison Lincoln Acres School	2018 – 2019 school year	\$500 per year	Site Funds
13. Kirsten Madueña	Technology Site Liaison Rancho de la Nación School	2018 – 2019 school year	\$1000 per year	Site Funds

14. Elizabeth McEvoy	50% Technology Site Liaison El Toyon School	2018 – 2019 school year	\$500 per year	Site Funds
15. Lucia Ortiz	50% English Learner Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds
16. Rochelle Rabin	50% Technology Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds
17. Yvonne San Martin-Vallejo	English Learner Site Liaison Ira Harbison School	2018 – 2019 school year	\$1000 per year	Site Funds
18. Aaron Schall	Technology Site Liaison Ira Harbison School	2018 – 2019 school year	\$1000 per year	Site Funds
19. Thao Vo	50% Technology Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds
20. Stacy Weber	Technology Site Liaison Las Palmas School	2018 – 2019 school year	\$1000 per year	Site Funds
21. Diana Whitaker	50% English Learner Site Liaison Palmer Way School	2018 – 2019 school year	\$500 per year	Site Funds

**Contract Extension/Change**

None				
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**Unpaid Leave of Absence**

None				
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<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>	<b><u>Placement</u></b>	<b><u>Funding Source</u></b>
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**Employment**

None				
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**Temporary Employment**

None				
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**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Unpaid Leave of Absence**

None				
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**CLASSIFIED STAFF RECOMMENDATIONS**  
**August 22, 2018**

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

22. Rayvin Bautista	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	August 24, 2018	Range 8, Step 1	Site Fund
23. Ernesto Calzada	Campus Student Supervisor 3 hours per day 210 days per year Ira Harbison School	August 24, 2018	Range 8, Step 1	Site Fund
24. Antonio Cisneros	Transportation Student Attendant 3.5 hours per day 210 days per year District Office Transportation Department	August 24, 2018	Range 8, Step 1	Site Fund
25. Melissa Dalipe Arroyo	Campus Student Supervisor 3 hours per day 210 days per year Olivewood School	August 24, 2018	Range 8, Step 1	Site Fund
26. Araceli Proulx-Sollano	Instructional Assistant - Health Care 3.25 hours per day 210 days per year Lincoln Acres School	August 24, 2018	Range 18, Step 1	Site Fund

**Contract Extension/Change**

27. Sandra Castro	From Instructional Assistant Special Education to Instructional Assistant Health Care 3.25 hours per day 10 days per year Central School	August 23, 2018	Range 18, Step 1	General Fund
28. Linda Landry	From Instructional Assistant Special Education to Instructional	August 23, 2018	Range 18, Step 1	General Fund

	Assistant Health Care 3.25 hours per day 10 days per year Las Palmas School			
1. Yvette Olea	From Executive Assistant to Superintendent and Governing Board to Information Compliance Specialist 8 hours per day 12 months per year District Office Business Department	August 23, 2018	Range 41S, Step 1	General Fund

**Leave of Absence**

None				
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**Temporary Employment**

None				
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Agenda Item: **11. EDUCATIONAL SERVICES**

Agenda Item: **11.1. Approve Contract #CT3518 with Dr. Jill Weckerley for an Independent Educational Evaluation for student #3708625.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an Independent educational evaluation (IEE) [34 C.F.R §300.502(a)(2),(a)(1).

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i).

The student's individualized education program (IEP) team, which includes the parents and appropriate school district personnel, will establish 1) reasonable learning goals for a child 2) services that the school district will provide for the child.

The IEP team will consider the independent educational evaluation, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Comments: The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.

Recommended Motion: Approve Contract #CT3518 with Dr. Jill Weckerley for an Independent Educational Evaluation for student #3708625.

Financial Impact: Contract costs: Not to exceed \$3,500.00  
Additional Staffing Cost: \$0  
Other Costs: \$0  
One time cost  
General Fund

Attachments:  
CT3518

[ 01 - 00 ] [ 6500 - 000 ] [ 5750 ] [ 3120 ] [ 5800 - 000 ] [ 022 ]  
Fund Res Goal Function Object School

Contract No. CT3518

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of August, 2018,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Dr. Jill Weckerley 3990 Old Town Avenue, Suite 207A  
Contractor Taxpayer ID Number Mailing Address

San Diego CA 92110, hereinafter referred to as "Contractor."  
City State Zip Code

- Services to be provided by Contractor. Will provide an Independent Psycho-Educational Evaluation  
for student #3708625. \_\_\_\_\_ at  
Above address \_\_\_\_\_  
Location
- Term. Contractor shall provide services under this Agreement on  
During the 2018-19 School year., \_\_\_\_\_.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed Three Thousand Five Hundred.  
Dollars (\$ 3,500.00). District shall pay Contractor within 15 days of receipt of  
invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred  
by Contractor in performing services for District, except as follows:  
N/A
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment,  
supplies and other items necessary to complete the services to be provided pursuant to this  
Agreement, except as follows:  
N/A

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

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

**CONTRACTOR**

\_\_\_\_\_  
 Signature of Authorized Agent  
Chris Carson  
 \_\_\_\_\_  
 Typed or Printed Name  
 Assist. Superintendent-Business Services  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature of Authorized Agent  
 Dr. Jill Weckerley  
 \_\_\_\_\_  
 Typed Name  
 \_\_\_\_\_  
 Social Security or Taxpayer I. D. No.

**Board Approval Date:** August 22, 2018

(619) 347-4496  
 \_\_\_\_\_  
 (Area Code) Telephone Number

Agenda Item: **11.2. Approve contract #CT3519 with Dr. Andrea Weinberg for an Independent Speech & Language Evaluation for student #3708625.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an Independent educational evaluation (IEE) [34 C.F.R §300.502(a)(2),(a)(1).

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

The student's individualized education program (IEP) team, which includes the parents and appropriate school district personnel, will establish 1) reasonable learning goals for a child 2) services that the school district will provide for the child.

The IEP team will consider the independent educational evaluation, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Comments: The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.

Recommended Motion: Approve contract #CT3519 with Dr. Andrea Weinberg for an Independent Speech & Language Evaluation for student #3708625.

Financial Impact: Contract costs: Not to exceed \$900.00  
Additional Staffing Cost: \$0  
Other Cots: \$0  
One time cost  
General Fund

Attachments:  
CT3519

[ 01 - 00 ] [ 6500 - 000 ] [ 5770 ] [ 3150 ] [ 5800 - 000 ] [ 022 ]  
Fund Res Goal Function Object School

Contract No. CT3519

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of August, 2018,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Dr. Andrea Weinberg 936 La Buena Vida  
Contractor Taxpayer ID Number Mailing Address

Fallbrook CA 92029, hereinafter referred to as "Contractor."  
City State Zip Code

- Services to be provided by Contractor. Will provide an Independent Speech & Language Evaluation  
for student #3708625. \_\_\_\_\_ at  
Above address. \_\_\_\_\_  
Location
- Term. Contractor shall provide services under this Agreement on  
During the 2018-19 School year., \_\_\_\_\_.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed Nine Hundred  
Dollars (\$ 900.00). District shall pay Contractor within 15 days of receipt of  
invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred  
by Contractor in performing services for District, except as follows:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment,  
supplies and other items necessary to complete the services to be provided pursuant to this  
Agreement, except as follows:  
\_\_\_\_\_  
N/A  
\_\_\_\_\_

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

District Name	Address	State	Zip	Phone
<b>NATIONAL SCHOOL DISTRICT</b>				
Signature of Authorized Agent Chris Carson		Signature of Authorized Agent Dr. Andrea Weinberg		
Typed or Printed Name Assist. Superintendent-Business Services		Typed Name		
Title		Social Security or Taxpayer I. D. No.		
Board Approval Date: August 22, 2018		(858) 652-9571		
		(Area Code) Telephone Number		





Agenda Item: **11.3. Approve contract #CT3520 with Marjorie Block for an Independent Occupational Therapy Evaluation for student #3708625.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an Independent educational evaluation (IEE) [34 C.F.R §300.502(a)(2),(a)(1).

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

The student's individualized education program (IEP) team, which includes the parents and appropriate school district personnel, will establish 1) reasonable learning goals for a child 2) services that the school district will provide for the child.

The IEP team will consider the independent educational evaluation, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Comments: The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.

Recommended Motion: Approve contract #CT3520 with Marjorie Block for an Independent Occupational Therapy Evaluation for student #3708625.

Financial Impact: Contract costs: Not to exceed \$1,000.00  
Additional Staffing Cost: \$0  
Other Cots: \$0  
One time cost  
General Fund

Attachments:  
CT3520

[ 01 - 00 ] [ 6500 - 000 ] [ 5770 ] [ 1130 ] [ 5800 - 000 ] [ 022 ]  
Fund Res Goal Function Object School

Contract No. CT3520

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 23 day of August, 2018,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

<u>Dr. Margorie Block</u> Contractor	<u>CA</u> State	<u>92126</u> Zip Code	<u>P.O. Box 60325</u> Mailing Address
<u>San Diego</u> City			

\_\_\_\_\_ hereinafter referred to as "Contractor."

- Services to be provided by Contractor. Will provide an Independent Occupational Therapy Evaluation  
for student #3708625. \_\_\_\_\_ at  
Above address. \_\_\_\_\_  
Location
- Term. Contractor shall provide services under this Agreement on  
During the 2018-19 School year., \_\_\_\_\_.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed One Thousand  
Dollars (\$ 1,000.00). District shall pay Contractor within 15 days of receipt of  
invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred  
by Contractor in performing services for District, except as follows:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment,  
supplies and other items necessary to complete the services to be provided pursuant to this  
Agreement, except as follows:  
\_\_\_\_\_  
N/A  
\_\_\_\_\_

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

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

**CONTRACTOR**

\_\_\_\_\_  
 Signature of Authorized Agent  
 Chris Carson

\_\_\_\_\_  
 Signature of Authorized Agent  
 Marjorie Block

\_\_\_\_\_  
 Typed or Printed Name  
 Assist. Superintendent-Business Services

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

\_\_\_\_\_  
 Title

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

**Board Approval Date:** \_\_\_\_\_  
 August 22, 2018

\_\_\_\_\_  
 (619) 922-6480

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



Agenda Item:

**12. ADJOURNMENT**