



# Governing Board Agenda

**September 11, 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, September 11, 2019

Closed Session -- 4:00 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**

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

Closed session in accordance with Government Code Section 54956.9:  
**CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
One Case  
Case No.37-2019-00013577-CU-OE-CTL

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: Leticia Hernandez  
Employee organizations: California School Employees Association

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

## **6. CALL TO ORDER**

## **7. PLEDGE OF ALLEGIANCE**

## **8. ROLL CALL**

## **9. PRESENTATIONS**

**9.A.** Presentation by Rancho de la Nación School students.

Kathy Melanese,  
Principal, Rancho de la  
Nación School, Maria  
Betancourt-Castañeda,  
Board Member &  
Maria Dalla,  
Board Member

**9.B.** Recognize Mrs. Lupita Fuentes, from Rancho de la Nación School, as an exceptional National School District Volunteer.

Kathy Melanese,  
Principal, Rancho de la  
Nación School &  
Brian Clapper,  
Board Member

**9.C.** Recognize Bethzaida Johnson, Fourth Grade Teacher, Las Palmas School, as National School District Employee of the Month for September 2019.

Sonia Ruan, Principal,  
Las Palmas School &  
Barbara Avalos,  
Board Clerk

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

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

## **10. 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.

Alma Sarmiento,  
Board President

## **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 21, 2019.

Leighangela Brady,  
Superintendent

**12.A.II.** Approve the minutes of the Special Board Meeting held on August 26, 2019.

Leighangela Brady,  
Superintendent

**12.A.III.** Approve the minutes of the Special Board Meeting held on August 29, 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.C.II.** Accept the employee resignations/retirements.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**12.C.III.** Approve the appointment of the attached as PAR Council Members for the 2019-2020 school year.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Services

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

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

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

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

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

<b>12.E.II.</b> Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2019-2020 school year.	Christopher Carson, Assistant Superintendent, Business Services
<b>12.E.III.</b> Adopt Resolution #19-20.06 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.	Christopher Carson, Assistant Superintendent, Business Services
<b>12.E.IV.</b> Adopt Resolution #19-20.07 relative to compliance with the Expenditure Limitation Initiative (Gann Limit-Attached).	Christopher Carson, Assistant Superintendent, Business Services
<b>12.E.V.</b> Adopt Resolution #19-20.08 regarding “National School Lunch Week,” October 14-18, 2019.	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
<b>13.B.</b> Approve contract #CT3567 with Creative Images Photography Studio for the 2019-2020 school year.	Leighangela Brady, Superintendent

### 14. EDUCATIONAL SERVICES

<b>14.A.</b> Approve contract #CT3647 with Hatching Results, LLC for consultative programming and training for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>14.B.</b> Approve consultant contract #CT3665 with BCK Programs, LLC to provide a garden and composting educational program for Palmer Way School.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>14.C.</b> Approve contract #CT3667 for Maria da Venza to conduct Philosophy with Children in-class sessions at El Toyon School.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>14.D.</b> Approve National School District to apply for the San Diego County’s Public Access Defibrillation Program Grant to Received Discounted Rate for 12 Automated External Defibrillators (AED) units.	Sharmila Kraft, Assistant Superintendent, Educational Services

<b>14.E.</b> Discuss National School District application for Inclusive Early Education Expansion Program (IEEEP) Grant.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>15.</b> HUMAN RESOURCES - None	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>16.</b> BUSINESS SERVICES	
<b>16.A.</b> Report on year-end actual ending balances for the 2018-2019 year and budget revisions to the 2019-2020 adopted budget.	Christopher Carson, Assistant Superintendent, Business Services
<b>16.B.</b> Approve year-end actual ending balances for the 2018-2019 year and approve budget revisions to the 2019-2020 adopted budget. (Exhibit B)	Christopher Carson, Assistant Superintendent, Business Services
<b>16.C.</b> Approve Change Order #001 and #002 submitted by M.A. Stevens Construction for the Roof Replacement Projects at El Toyon and John Otis Schools.	Christopher Carson, Assistant Superintendent, Business Services
<b>16.D.</b> Accept gifts.	Christopher Carson, Assistant Superintendent, Business Services
<b>17.</b> BOARD WORKSHOP	
<b>17.A.</b> Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations.	Alma Sarmiento, Board President
<b>18.</b> BOARD/CABINET COMMUNICATIONS	
<b>19.</b> ADJOURNMENT	



Agenda Item:	<b>1. CALL TO ORDER</b>
Agenda Item:	<b>2. PUBLIC COMMUNICATIONS</b>
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:	<b>3. ADJOURN TO CLOSED SESSION</b>
Agenda Item:	<b>4. CLOSED SESSION - 4:00 P.M.</b>
Quick Summary / Abstract:	<p>Closed session in accordance with Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION One Case</p> <p>Closed session in accordance with Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION One Case Case No.37-2019-00013577-CU-OE-CTL</p> <p>Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE</p> <p>Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Superintendent</p> <p>Closed session in accordance with Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Agency negotiator: Leticia Hernandez Employee organizations: California School Employees Association</p>
Agenda Item:	<b>5. RETURN TO OPEN SESSION</b>
Agenda Item:	<b>6. CALL TO ORDER</b>
Agenda Item:	<b>7. PLEDGE OF ALLEGIANCE</b>

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. Christopher 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. Presentation by Rancho de la Nación School students.**

Speaker: Kathy Melanese, Principal, Rancho de la Nación School, Maria Betancourt-Castañeda, Board Member & Maria Dalla, Board Member

Quick Summary / Abstract: Ms. Tapia's class will present how the students work together to create a safe and positive classroom community. Every morning the students begin their day with a greeting routine to help establish respect & set a positive tone for the day; and end every afternoon with a closing circle to celebrate accomplishments and wrap up our day on a positive note. The students also built classroom expectations collaboratively, work daily on instilling a growth mindset and consistently reflect on unexpected behaviors.

Comments: These practices connect to the United Nations Sustainable Development Goal #6: Peace, Justice and Strong Institutions.

Agenda Item:	<b>9.B. Recognize Mrs. Lupita Fuentes, from Rancho de la Nación School, as an exceptional National School District Volunteer.</b>
Speaker:	Kathy Melanese, Principal, Rancho de la Nación School & Brian Clapper, Board Member
Quick Summary / Abstract:	Mrs. Guadalupe Fuentes is an exceptional parent volunteer who has given her time to Rancho de la Nación School many years. Last year Mrs. Fuentes was Rancho's parent representative at the District Parent Advisory Committee (DPAC) and English Learner Advisory Committee (ELAC) meetings. This year, Mrs. Fuentes is new the Parent Teacher Association (PTA) President and has given many hours of her time organizing fundraising events for our school. Mrs. Fuentes currently has a sixth-grade son enrolled at Rancho de la Nación, and her two older children that now attend middle and high school also attended Rancho de la Nación School. Mrs. Fuentes also has a daughter at El Toyon and a preschool student.

Agenda Item:	<b>9.C. Recognize Bethzaida Johnson, Fourth Grade Teacher, Las Palmas School, as National School District Employee of the Month for September 2019.</b>
Speaker:	Sonia Ruan, Principal, Las Palmas School & Barbara Avalos, Board Clerk
Quick Summary / Abstract:	Las Palmas School would like to recognize Bethzaida Johnson, Fourth Grade Teacher, as the Certificated Employee of the Month.
Comments:	<p>Mrs. Johnson is an amazing hands-on fourth grade teacher at Las Palmas School. Who is dedicated and passionate about her teaching, she exemplifies the National School District Core Values and Mission in the work she does every day.</p> <p>Children First: Betsy is always looking for new ideas to change the landscape of education in her class. Her thinking is original and creative. Her instruction and behavior management, treating each child as an individual, is what sets her apart. She continues to motivate and encourage her students to excel every day.</p> <p>Whatever It Takes: Betsy has a whatever it takes attitude towards her everyday life, focusing on going above and beyond to mold her students. She has created a trusting relationship with her students and parents. Families and parents know she has an open-door policy to speak to her about their children.</p> <p>Relationships Matter: As the technology liaison for Las Palmas School, Betsy assists staff with many technical needs. She participates in District and school committees. She is dedicated to staff morals and always passionate about bringing a positive outlook to her fellow co-workers. She is continuously innovative and exceptional!</p> <p>We are grateful to have Betsy as part of our Las Palmas Team!!!</p>

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

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

Quick Summary / Abstract: The employees on the attached list were approved at the August 21, 2019 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

Introduce & Welcome 9/11/19		
Name	Position	Location
1. Brenda Arellano	Transportation Student Attendant	Transportation Department
2. Johnny Flake	School Bus Driver	Transportation Department
3. Letecia Flores	Instructional Assistant-Special Education	Ira Harbison School
4. Dalvette Gonzalez	Instructional Assistant-Health Care	Lincoln Acres School
5. Janet Nava	Instructional Assistant-Health Care	Central School
6. Ileana Nuño	Instructional Assistant-Special Education	Kimball School

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 21, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 08/21/19

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

August 21, 2019  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

**2. PUBLIC COMMUNICATIONS**

**3. ADJOURN TO CLOSED SESSION**

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

Closed session was held from 4:30 p.m. to 5:56 p.m.

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

Board President, Alma Sarmiento called the meeting to order at 6:00 p.m.

**7. PLEDGE OF ALLEGIANCE**

Board President, Alma Sarmiento led the Pledge of Allegiance.

**8. ROLL CALL**

Ms. Vanessa Ceseña took roll call.

**9. PRESENTATIONS**

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

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

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

## **10. PUBLIC COMMUNICATIONS**

Mr. James Halliday spoke regarding arts programming.

## **11. AGENDA**

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

**Motion Passed:** Accept agenda 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

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

**Motion Passed:** Following discussion, consent calendar passed with a motion by Mr. Brian Clapper 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

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

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

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

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

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

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

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

### **13. GENERAL FUNCTIONS**

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

Following discussion, motion was taken to table this item and bring forth at the next Board meeting with changes.

**Motion Passed:** Table Independent Contractor Agreement #CT3423 with Huard and Associates 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. POLICIES, REGULATIONS, BYLAWS**

#### **14.A. First reading of Board Policies and Administrative Regulations suggested updates.**

### **15. EDUCATIONAL SERVICES**

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

**Motion Passed:** Following discussion, amend contract #CT3505 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

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

**Motion Passed:** Following discussion, consultant contract #CT3632 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

**15.C. Approve contract #CT3655 with SWANK Movie Licensing USA to provide a public performance site license to National School District.**

**Motion Passed:** Following discussion, contract #CT3655 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

**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.**

**Motion Passed:** Following discussion, Independent contractor agreement #CT3661 passed with a motion by Ms. Maria Betancourt-Castañeda 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

**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.**

**Motion Passed:** Following discussion, Individualized Service contract #CT3662 approved for amount not to exceed \$36,024 passed with a motion by Ms. Barbara Avalos 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

**16. HUMAN RESOURCES**

None

## **17. BUSINESS SERVICES**

### **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.**

**Motion Passed:** Following discussion, Resolution #19-20.05 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

### **17.B. Renew contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2019-2020 school year.**

**Motion Passed:** Following discussion, contract #CT3510 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

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

**Motion Passed:** Following discussion, contract #CT3657 passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

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



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

**Motion Passed:** Ratify/Approve Purchase Orders, Contracts and Warrants as summarized and detailed in Exhibit C 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

**17.E. Accept Gifts.**

**Motion Passed:** Accept Gifts 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

**18. BOARD WORKSHOP**

**19. BOARD/CABINET COMMUNICATIONS**

Ms. Betancourt-Castañeda thanked everyone who was present and wished Mr. Carson and Mr. Clapper happy birthdays. She also wished her son a happy 17th birthday, which will be celebrated next Friday. She also wanted to share that she takes her role in the Governing Board very serious. When she decides or votes on an item, she does her research to the best of her ability. She is assured she is informed and asks questions. For these reasons, she is confident with the decisions she makes. She wanted to share that by her many questions or discussions had, there is nothing personal behind them towards anybody in any way, shape, or form. She stated that it is their job as Board members to have these discussions while they work together as the Governing Board. She looks forward to the continued work that will be done together and confident of the accomplishments.

Ms. Dalla thanked everyone for being present and welcomed the new employees. She wished Mr. Clapper and Mr. Carson happy birthdays.

Mr. Clapper wished Mr. Carson a happy birthday and thanked Dr. Brady accompanying him to the site visits, they have been wonderful. He shared he visited Costco optical in National

City and was amazed at the amount of work and technology used. He welcomed the new employees and thanked everyone present.

Ms. Avalos welcomed the new employees and wished Mr. Carson and Mr. Clapper happy birthdays. She shared she visited Palmer Way school and had a great visit. She also visited Las Palmas school and got to see the excellent Mariachi performance. She was also able to attend one of the PTA meetings with Ms. Benitez.

Dr. Hernandez welcomed the new employees and wished Mr. Clapper and Mr. Carson happy birthdays.

Mr. Carson wished Mr. Clapper and Ms. Betancourt-Castañeda's son happy birthdays. He shared that the recent William's visits to three schools were all favorable, with positive scores.

Dr. Kraft welcomed the new employees and had birthday wishes for all.

Dr. Brady welcomed the new employees and elaborated on the William's visit. She also shared that the partnership between District, Olivewood Gardens, and Healthy Day were featured in an article for Live Well San Diego. She also shared information regarding the partnership with Cox and the District, helping families staying connected with technology. She requested clarification from the Governing Board regarding the contracts under \$500 list, the Board suggested to continue the current practice.

Ms. Sarmiento thanked Ms. Avalos for nominating her for the California School Boards Association (CSBA) Board Member of the year award and wanted to share her involvement in the Governing Board in the last year. She listed her participation as follows: 11 agenda reviews, 21 Board meetings, other Special Board meetings, Chair of the LCAP meeting, site visits, community representation, PTA meetings, Salute to Navy luncheon, The Mayor's first 100 days City address, Chamber Installation dinner, Read Across America at Palmer Way school, Chair and Host of two Legislative Action Committee meetings, National City Police Chief swearing in, Masonic dinner, Meeting with the new National City Chief of Police, Two meetings with the Air Quality Monitoring members, Safety Committee/Town-hall safety meeting, National City Police Department Chief's advisory committee, Chamber breakfast, National School District Teacher of the Year recognition, Palmer Way promotional ceremony, City Hall meeting with the Mayor and City Manager, all staff kickoff, backpack giveaway at Olivewood and John Otis schools, Bond improvements at Palmer Way and Olivewood schools, and has met with Dr. Brady for agenda planning. Her opinion is that her integrity was in question. Therefore, she would like record of these events.

## **20. ADJOURNMENT**

Board President, Alma Sarmiento, adjourned the meeting at 7:19 p.m.

Board President, Alma Sarmiento, adjourned to closed session at 7:26 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on August 26, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Special Board Minutes - 08/26/19

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

August 26, 2019  
6:30 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Alma Sarmiento called the meeting to order at 6:35 p.m.

**2. PLEDGE OF ALLEGIANCE**

Board President, Alma Sarmiento led the Pledge of Allegiance.

**3. ROLL CALL**

Board President, Alma Sarmiento took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. ADJOURN TO CLOSED SESSION**

**6. CLOSED SESSION-6:30 p.m.**

Closed Session was held from 6:35 p.m. to 7:47 p.m.

No action was taken in Closed Session.

**7. ADJOURNMENT**

Board President, Alma Sarmiento, adjourned to closed session at 6:35 p.m.

No action was taken in Closed Session.

Board President, Alma Sarmiento, adjourned the meeting at 7:47 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **12.A.III. Approve the minutes of the Special Board Meeting held on August 29, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Special Board Minutes - 08/29/19

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

August 29, 2019  
6:00 PM  
Rancho de la Nación  
1830 E. Division Street  
National City, CA 91950

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

**National School District**

**Present:**

Barbara Avalos  
Maria Betancourt-Castañeda  
Brian Clapper  
Maria Dalla  
Alma Sarmiento

**Chula Vista Elementary School District**

**Present:**

Armando Farias  
Laurie Humphrey  
Francisco Tamayo

**Absent:**

Leslie Ray Bunker  
Eduardo Reyes

**Coronado Unified School District**

**Present:**

Lee Pontes  
Esther Valdes  
Helen Anderson-Cruz  
Maria Simon

**Absent:**

Julie Russell

**San Ysidro School District**

**Present:**

Humberto Gurmilan  
Rudy Lopez  
Antonio Martinez

**Absent:**

Irene Lopez  
Rosaleah Pallasigue

**South Bay Union School District**

**Present:**

Cheryl Quinones  
Marco Amaral  
Mary Doyle  
Barbara Elliott-Sanders

**Absent:**

Louis Barrios

**Sweetwater Union High School District**

**Present:**

Paula Hall  
Kevin J. Pike  
Nicholas Segura  
Arturo Solis  
Frank A. Tarantino

**Southwestern College**

**Present:**

Roberto Alcantar  
Leticia Cazares  
Griselda Delgado  
Tim Nader  
Nora Vargas



## **1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 6:31 p.m.

## **2. PLEDGE OF ALLEGIANCE**

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

## **3. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

## **4. PUBLIC COMMUNICATIONS**

None

## **5. INFORMATION ITEMS**

### **5.1. Welcome and Purpose of Meeting.**

Board President, Alma Sarmiento, of the National School District, welcomed everyone to the meeting and stated the purpose.

## **6. PRESENTATIONS/DISCUSSION ITEMS**

### **6.1. California School Boards Association (CSBA) Presentation.**

Raquel Madden, Public Affairs and Community Engagement, California School Boards Association (CSBA) gave a presentation on full and fair funding. She also gave a recap on the South County Legislative Action Committee.

### **6.2. Southwestern College Presentation**

Roberto Alcantar, Southwestern College, Board President and Nora Vargas, Southwestern College, Board Vice President presented College updates. They also gave a presentation on State and local vision for success goals and on Closing the Equity Gap.

### **6.3. San Diego County Office of Education (SDCOE) Board Presentation.**

Guadalupe González, San Diego County Office of Education (SDCOE), Board Member spoke about county support and gave county updates.

### **6.4. Elevate SD 2020.**

Mark Olson, Manager of Public Relations, Metropolitan Transit System (MTS) gave a presentation on Challenges and opportunities facing the San Diego region, Elevate SD 2020's purpose and MTS levels of service and improvements.

## **7. OPEN FORUM**

Cheryl Qunionez, South Bay Union School District, Board President, gave a brief update regarding her district.

Lee Pontes, Coronado Unified School District, Board President, gave a brief update regarding his district.

Kevin Pike, Sweetwater Union High School District, Board President, gave a brief update regarding his district.

Laurie Humphrey, Chula Vista Elementary School District, Board President, gave a brief update regarding her district.

Humberto Gurmilan, San Ysidro School District, Board Vice President, gave a brief update regarding his district.

Rudy Lopez, San Ysidro School District, Board Clerk, spoke about his district's core values and support of full and fair funding measure on the 2020 ballot.

Antonio Martinez, San Ysidro School District, Board Member, spoke about the challenges California is facing with funding for public schools.

Roberto Alcantar, Southwestern College, Board President, commented on how great it was to be able to give a presentation to everyone at the meeting.

Griselda Salgado, Southwestern College, Board Member, spoke about Southwestern College Y.E.S. (Youth Excellence and Success) Academy.

Alma Sarmiento, National School District, Board Member, spoke about the District's focus as World Citizens and the support of the United Nations Sustainable Development Goals.

## **8. ADJOURNMENT**

The meeting was adjourned at 8:49 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 / Abstract: Background information on individuals submitted under separate cover to Board Members.

Financial Impact: See staff recommendations table.

Attachments:  
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**  
September 11, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
1. Dana Shemtov	Teacher of Special Day Class-Early Childhood 6.58 hours per day 185 days per year Palmer Way School	September 13, 2019	Class 1, Step 1	General Fund
<b>Temporary Employment</b>				
None				
<b>Additional Duties</b>				
None				
<b>Contract Extension/Change</b>				
None				
<b>Leave of Absence</b>				
None				

**CLASSIFIED STAFF RECOMMENDATIONS**  
September 11, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
2. Veronica Alvarez	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	September 13, 2019	Range 8, Step 1	General Fund
3. Anett Arellano	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	September 13, 2019	Range 8, Step 1	General Fund
4. Belle Ayala	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Kimball School	September 13, 2019	Range 16, Step 1	General Fund
5. Arturo Martinez	Custodian-Night 8 hours per day 12 months per year	September 13, 2019	Range 17, Step 1	General Fund

	Lincoln Acres/Rancho de la Nación Schools			
6. Cassandra Martinez	Campus Student Supervisor 3 hours per day 210 days per year Kimball School	September 13, 2019	Range 8, Step 1	General Fund

**Temporary Employment  
Short-Term Employees-Maintenance**

7. Mario Arredondo	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
8. Alan Arroyo	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
9. Rubicela Ayala	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
10. Jose Chavez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
11. Eleazar Figueroa	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
12. Aiden Flanagan	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
13. Asher Flanagan	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
14. Marcela Garcia	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
15. Agustin Guzman	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
16. Trinidad Jimenez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
17. Edith Lizarraga	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
18. Gustavo Lopez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
19. Lydia Marrion	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
20. Jaime Martinez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
21. Frank Moros	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate	Categorical Funds

			\$18.41	
22. Juan Rodriguez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
23. Jose Romo	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
24. Georgina Tovar	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
25. Francis Vazquez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
26. Jose-Alexandro Vazquez	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
27. Isabel Vega	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
28. Jesus Vega	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
29. Alain Vega Murillo	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
30. Daniel Villa	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds
31. Alfredo Villegas	Maintenance and Operations	September 23, 2019 – October 7, 2019	Maintenance Utility Rate \$18.41	Categorical Funds

#### Additional Duties

None				
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#### Contract Extension/Change

32. Karla Olazabal	From Child Nutrition Services Assistant Kimball School To Custodian-Day 8 hours per day 12 months per year Lincoln Acres School	September 12, 2019	Range 19, Step 1	General Fund
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#### Leave of Absence

33. Cecilia Martinez-Rivera	Instructional Assistant- Health Care Rancho de la Nación School	August 19, 2019 - December 20, 2019	Unpaid leave of absence	
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / None

Abstract:

Attachments:

Resignations/Retirements



<b>Resignations 9/11/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Jonathan Archie	Instructional Assistant- Health Care	Central School	September 20, 2019

<b>Retirements 9/11/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Maria Narvaez	Instructional Assistant- Health Care	Central School	August 30, 2019

Agenda Item: **12.C.III. Approve the appointment of the attached as PAR Council Members for the 2019-2020 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Services

Quick Summary / Abstract: All teacher support programs come under the direction of the Peer Assistance and Review (PAR) Council.

Financial Impact: PAR Council K-6 members: \$1,500 per year  
PAR Council chair: \$2,500  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
PAR Council 2019-2020

**PAR COUNCIL 2019-2020**

<b>Name</b>	<b>School</b>	<b>PAR Council Position</b>
Angela Censoplano	District Office	Member
Leticia Hernandez	District Office	Administrator
Janis Ireland	Ira Harbison School	Member
Karolyn Kmet-Moran	Olivewood School	Chair
Raymond Ruiz	Lincoln Acres School	Administrator

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /  
Abstract: None

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

Agenda Item: **12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:  
Exhibit A

Agenda Item:	<b>12.E.II. Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2019-2020 school year.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	<p>Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2019-2020 school year for District Administrators.</p> <p>Membership in ASCD provides individuals with access to ASCD monthly Educational Leadership Journal, Education Update Newsletter, Curriculum Update Newsletter, and five free books each year. Members also have access to the ASCD website, which provides access to research-based materials, search capabilities, and archived information on educational trends and strategies at the K-12 level.</p>
Comments:	<p>ASCD is a national organization that provides research-based information to professional educators on a series of current topics and trends in education related to leadership, instruction, staff development, and curriculum. Through monthly publications, consortiums, conferences, and video- based staff development programs, educators have access to various perspectives in modern education, both locally and internationally.</p> <p>Education Code Section 35172 only allows for the payment of memberships for schools or associations. There is no specific authority for the payment of individual memberships; therefore, governing boards must take specific action to approve the use of District funds for this purpose.</p>
Financial Impact:	<p>Membership costs: \$89 per member</p> <p>Annual Cost</p> <p>General Fund – Individual Site Discretionary Budgets</p>

Agenda Item: **12.E.III. Adopt Resolution #19-20.06 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing organization. In addition, Education Code Section 17595 authorizes districts to purchase materials, equipment, or supplies through the Department of General Services.

Comments: National Cooperative Purchasing Alliance (NCPA) leverages buying power for state agencies to get competitively low pricing on a variety of goods. The National Cooperative Purchasing Alliance (NCPA) is unique in that it encompasses a wide range of goods and services. Contracts with companies for technology, classroom and office supplies, janitorial, facility maintenance supplies, athletic supplies, playground equipment, transportation parts and supplies, furniture, medical supplies, and security supplies are included.

Attachments:  
Resolution #19-20.06

# National School District Resolution

#19-20.06

## AUTHORIZING CONTRACTING PURSUANT TO THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) Cooperative Purchasing Organization

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the National Cooperative Purchasing Alliance (NCPA). This will save the District the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes districts to purchase materials, equipment through the Department of General Services, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the NCPA program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the NCPA contracts is in the best interest of the District to leverage the statewide buying power of the Nation's school and public agencies to secure the lowest price.



Resolution #19-20.06  
September 11, 2019  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 11th day of September 2019 by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
                                      )ss  
COUNTY OF SAN DIEGO    )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

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Secretary to the Governing Board

Agenda Item: **12.E.IV. Adopt Resolution #19-20.07 relative to compliance with the Expenditure Limitation Initiative (Gann Limit-Attached).**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: In November of 1979, the California Electorate adopted Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution. The initiative basically limits the total appropriations by all state and local governments to the previous year's appropriations limit adjusted for changes in inflation and population.

Comments: This resolution serves as public notice that expenditures did not exceed income during 2018-19 and are not expected to exceed income during 2019-2020. Calculations were made in compliance with the State Constitution, Amendment XIII-B of 1979 and are on file in Business Services.

Recommended Motion: Adopt Resolution #19-20.07 relative to compliance with the Expenditure Limitation Initiative (Gann Limit-Attached).

Attachments:  
Resolution #19-20.07

# National School District

## Resolution

**#19-20.07**

**RESOLUTION ESTABLISHING THE GANN LIMIT AMOUNTS FOR FISCAL YEAR 2018-19 AND FISCAL YEAR 2019-20 IN ACCORDANCE WITH ARTICLE XIII-B AND APPLICABLE CONSTITUTIONAL AND STATUTORY LAW, AS IMPOSED BY PROPOSITION 4**

**RESOLUTION RELATIVE TO )  
COMPLIANCE WITH THE )  
EXPENDITURE LIMITATION )  
INITIATIVE (GANN LIMIT) )**

National School District, San Diego County ON MOTION OF Member\_\_\_\_\_,  
seconded by Member\_\_\_\_\_.

**WHEREAS**, in November of 1979, the California Electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

**WHEREAS**, the District must establish a Gann Limit for the 2018-19 fiscal year and a projected Gann Limit for the 2019-20 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2018-19 and 2019-20 fiscal years are made in accord with applicable constitutional and statutory law;

**AND, BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2018-19 and 2019-20 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND, BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

Resolution #18-19.07  
September 11, 2019  
Page 2

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 11th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

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Secretary to the Governing Board

Agenda Item: **12.E.V. Adopt Resolution #19-20.08 regarding “National School Lunch Week,” October 14-18, 2019.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: National School Lunch Week was established in 1963 by a proclamation from President John F. Kennedy. It is designed to help raise awareness for the important role that school nutrition programs play in the lives of America’s children. Every year, schools across the country celebrate National School Lunch Week (NSLW) in October to raise public awareness about the nutritional value of the federally funded lunch program available at schools and to involve students in school lunch.

In our current climate where childhood obesity and weight issues have become major health concerns, it’s more important than ever that students and parents be aware that nutritional lunch programs are available in schools nationwide.

Comments: Within the federally funded National School Lunch Program:

- 1.Nationwide, 95% of schools participate and 30 million children are served daily.
- 2.Dietary guidelines dictate no more than 30 percent of calories can come from fat and less than 10 percent from saturated fat.
- 3.Well-balanced school lunches include protein, fruits and vegetables, grains and low-fat milk and are served in age-appropriate portions.

Attachments:  
Resolution #19-20.08

# National School District Resolution

#19-20.08

**WHEREAS**, the National School Lunch Program has served our nation admirably for over 70 years through advanced practices and nutrition education; and

**WHEREAS**, the National School Lunch Program is dedicated to the health and well-being of our nation's children, and

**WHEREAS**, the National School Lunch Program has been joined through the years by many other excellent child feeding programs; and there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs.

**BE IT RESOLVED** that the Governing Board of the National School District DOES HEREBY PROCLAIM the week of October 14-18, 2019 as NATIONAL SCHOOL LUNCH WEEK and encourages all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 11th day of September 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

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Secretary to the Governing Board

Agenda Item:	<b>13. GENERAL FUNCTIONS</b>
Agenda Item:	<b>13.A. Approve Independent Contractor Agreement #CT3423 with Huard and Associates.</b>
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>Huard and Associates has provided quality and dependable communication support to spotlight National School District programs, partnerships, and successes.</p> <p>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 2019-2020 school year.</p>
Comments:	<p>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.</p> <p>Huard &amp; 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.</p>
Recommended Motion:	Approve Independent Contractor Agreement #CT3423 with Huard and Associates.
Financial Impact:	<p>Contract cost: Not to exceed \$20,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
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
<u>San Diego</u>	<u>CA</u>	<u>92142-1024</u>	hereinafter referred to as "Contractor."
City	State	Zip Code	

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

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

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

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

1. Huard & Associates will provide in-house and public communication services, marketing and promotional assistance on an as needed basis to be determined and approved by the Superintendent.
2. Term. Contractor shall commence providing services under this Agreement on September 12, 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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4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

N/A

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

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

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

N/A

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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 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 12<sup>th</sup> day of September, 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:	<b>13.B. Approve contract #CT3567 with Creative Images Photography Studio for the 2019-2020 school year.</b>
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>The District is seeking re-approval of this contract to continue with services provided by Creative Images Photography Studio at a rate of \$40/hour photographer coverage and \$40/hour for pre and post preparation; not to exceed a total of \$6,000.</p> <p>This contract is for photography services that can help the National School District collect high resolution photos to use on our website, print for walls of the Boardroom, use for press releases, brochures, etc.</p>
Comments:	This contract was first approved on January 24, 2019. The District researched local photographers and compared various proposals. Creative Images Photography Studio was selected based on its local work, work with school districts, price, and availability.
Recommended Motion:	Approve contract #CT3567 with Creative Images Photography Studio for the 2019-2020 school year.
Financial Impact:	<p>Contract cost: Not to exceed \$6,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	CT3567

Fund	Res	Goal	Function	Object	School
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Contract No. CT3567

## 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

Creative Images Photography Studio		45 East Plaza Blvd
Contractor	Taxpayer ID Number	Mailing Address

National City	CA	91950	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. Creative images will provide photographic services as needed.
  
2. Term. Contractor shall commence providing services under this Agreement on September 12, 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 Six thousand and 00/100 Dollars(\$6,000 ). District shall pay Contractor according to the following terms and conditions:  
Hourly photographer fee- \$40/hour  
Hourly pre and post preparation fee- \$40/hour
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
N/A
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
N/A

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



8. Confidentiality and Use of Information.

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

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

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent 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: 45 East Plaza Blvd  
National City, CA 91950

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 12<sup>th</sup> day of September, 2019.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

Signature of Authorized Agent

Signature of Authorized Agent

Christopher Carson

Typed or Printed Name

Typed Name

Assistant Superintendent, Business Services  
Title

Social Security or Taxpayer I. D. No.

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

(Area Code) Telephone Number

Agenda Item:	<b>14. EDUCATIONAL SERVICES</b>
Agenda Item:	<b>14.A. Approve contract #CT3647 with Hatching Results, LLC for consultative programming and training for the 2019-2020 school year.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this contract will allow Hatching Results, LLC to provide four (4) on-site professional development sessions and five (5) online sessions, for school counselors. At the end of these nine sessions National School District counselors will have a deeper understanding in the following five areas:</p> <ul style="list-style-type: none"> <li>• Social Emotional Learning</li> <li>• Absence Diversion Programs</li> <li>• Behavioral Supports</li> <li>• Academic Support</li> <li>• Data Interpretation for program planning</li> </ul>
Comments:	This will deepen implementation of the Multi-Tiered System of Support (MTSS) focused on social, emotional and behavioral supports.
Recommended Motion:	Approve contract #CT3647 with Hatching Results, LLC for consultative programming and training for the 2019-2020 school year.
Financial Impact:	<p>Contract cost: \$25,000  Additional staffing costs: \$0  Other costs: \$0  Annual cost  General Fund</p>
Attachments:	CT3647



## AGREEMENT FOR PROFESSIONAL EXPERT/CONTRACTOR SERVICES

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This agreement is made and entered into this 12<sup>th</sup> of September, by and between National School District, located at 1500 N Ave National City, CA 91950, hereafter known as "DISTRICT," and Hatching Results, LLC hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is desirous of having certain special services performed (training, consultation, coaching, keynote, evaluation, etc.); and WHEREAS, the CONTRACTOR is willing to perform such services, NOW THEREFORE, and in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

### 1. SCOPE OF WORK.

Three (3) days of any combination of the following: onsite professional development, consultation with district leadership, individual school site visitations, and/or collaboration at The NEST training facility in San Diego, CA. Services will be provided by Trish Hatch, PhD, and/or an expert consultant from the Hatching Results team, per agreement. Includes School Counseling Program Handbook Template, access to four (4) self-paced online learning courses per participant, and LiveBinder with online resources and sample documents.

### 2. AMENDMENT OF SCOPE OF WORK.

Scope of work may be amended by written agreement of both the CONTRACTOR and the DISTRICT.

### 3. TIME OF COMPLETION.

CONTRACTOR agrees to complete all services contained within said scope of work by July 2020.

### 4. AMOUNT OF PAYMENT.

DISTRICT shall pay the sum of \$25,000 per academic year as full payment for services (excluding travel costs addressed in section 12) set forth herein. Upon mutual agreement of both parties, rates may be adjusted to reflect a significant shift in the scope of work.

### 5. PAYMENT SCHEDULE.

Payment shall be made to CONTRACTOR as work is completed in two (2) installments. CONTRACTOR shall provide invoice for services within 60 days to DISTRICT. DISTRICT will ensure payment is made in full to CONTRACTOR within 30 days of receipt of invoice.

### 6. RECORDS.

CONTRACTOR will maintain records with regard to work performed under this agreement in a form acceptable to DISTRICT. DISTRICT shall have the right to request records at any reasonable time.

### 7. NON-ASSIGNABILITY.

This agreement and the rights and duties thereunder shall not be assigned in whole or in part without the express written consent of DISTRICT.

### 8. INSURANCE.

DISTRICT shall not provide workers' compensation insurance coverage for CONTRACTOR. CONTRACTOR shall possess professional liability insurance and workers' compensation insurance.

### 9. LOCATION OF WORK.

CONTRACTOR services are to be performed at location(s) TBD within National School District and/or at The NEST training facility, 2125 Locust St, San Diego, CA 92106.

### 10. RESPONSIBILITIES.

- CONTRACTOR will provide a copy of *The Use of Data in School Counseling: Hatching Results for Students, Programs and the Profession* (2013) for all attendees.
- CONTRACTOR will provide a copy of *Hatching Results for Elementary School Counseling: Implementing Core Curriculum and Other Tier One Activities* (2018) for all attendees.
- CONTRACTOR recommends attendees have a copy of *The ASCA National Model: A Framework for School Counseling Programs* (3<sup>rd</sup> ed.).

- CONTRACTOR *does not* provide handouts of presentation or training materials but rather gives access to presentation, resources, and handouts online via LiveBinder or Google.
- DISTRICT will provide a PowerPoint Projector and, if more than 20 attendees, a wireless microphone for presenter/s.
- DISTRICT will secure a training room with enough space and appropriate screen(s) to adequately service expected number of attendees.
- DISTRICT will arrange room in such a way that attendees are forward facing with optimal viewing of speaker/screen at tables with enough room to utilize texts or other training materials.

**11. PROMOTIONAL USE.**

DISTRICT agrees that CONTRACTOR may identify the DISTRICT on its website, Facebook or Twitter account, and agrees to allow use of testimonials and results of attendees' training evaluations.

**12. TRAVEL COSTS.**

Contract is inclusive; no actual travel-related costs are to be reimbursed.

**13. CANCELLATION.**

This agreement may be cancelled by DISTRICT or CONTRACTOR upon the provision of thirty (30) days advanced notice. In the event of a cancellation, DISTRICT agrees to pay CONTRACTOR for all work performed and travel-related expenses acquired to the date of cancellation.

**14. FUNDS AVAILABLE & AUTHORIZED.**

DISTRICT certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the DISTRICT'S current appropriation and limitation. CONTRACTOR understands and agrees that DISTRICT'S payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on DISTRICT receiving appropriations, limitations, or other expenditure authority sufficient to allow DISTRICT, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the DISTRICT fails to have sufficient appropriations, limitations, or other expenditure authority, DISTRICT may terminate this agreement without penalty or liability to the DISTRICT, effective upon the delivery of written notice to the CONTRACTOR, with no further liability to CONTRACTOR.

**15. HOLD HARMLESS & INDEMNIFICATION.**

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual, or allowed, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party. IN WITNESS WHEREOF, the parties hereto have executed this agreement in accordance with the laws of California on the day, month and year first above written.

**SIGNATURES:**

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CONTRACTOR: **Trish Hatch, Ph.D.**  
President & CEO

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DISTRICT: **Christopher Carson**  
Assistant Superintendent, Business Services

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Date

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Date

**Business Address:**

Hatching Results, LLC  
2907 Shelter Island Drive #150-287  
San Diego, CA 92106  
EIN #39-2061303  
Office: (707) 497-4395  
Fax: (888) 317-7602  
[office@hatchingresults.com](mailto:office@hatchingresults.com)

**District Address (Billing Purposes):**

National School District  
Attn: Rachel Pedregal  
1500 'N' Avenue  
National City, CA 91950  
(619) 336-7740  
[rpedregal@nsd.us](mailto:rpedregal@nsd.us)

Agenda Item:	<b>14.B. Approve consultant contract #CT3665 with BCK Programs, LLC to provide a garden and composting educational program for Palmer Way School.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this proposal will allow Palmer Way School students to participate in an educational garden club program.
Comments:	<p>The program will provide K-6 students garden club classes every other week for 29 weeks during lunch hour.</p> <p>In addition to continuing the expansive work already accomplished in waste diversion strategies, students will pilot food scrap composting. In doing so, students will observe the relationship that compost has to growing healthy foods. Students will plant, care for, harvest and taste fresh vegetables using the rich soil amendment produced by composting fruit and vegetable scraps from lunch.</p> <p>The elements of this educational garden club program include:</p> <ul style="list-style-type: none"> <li>• Identifying opportunities for greater waste diversion.</li> <li>• Setting up school-wide food scrap composting program.</li> <li>• Identify and/or training parent volunteers or teacher champions to take on garden tasks and teach lessons.</li> <li>• Holding “open-garden” days approximately twice per month to highlight seasonal plantings and provide student tastings and nutritional information. Both students and parents will be invited to open-garden days.</li> <li>• Offering guidance on a more formal garden curriculum (assuming teacher or volunteers are available &amp; willing).</li> </ul>
Recommended Motion:	Approve consultant contract #CT3665 with BCK Programs, LLC to provide a garden and composting educational program for Palmer Way School.
Financial Impact:	<p>Contract cost: \$6,500</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund-Site</p>
Attachments:	CT3665



[ 01 - 00 ] [ 9010 - 999 ] [ 1110 ] [ 1000 ] [ 5800 - 100 ] [ 900 ]  
Fund Res Goal Function Object School

Contract No. CT3665

## 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

BCK Programs, LLC 765 Normandy Road

Contractor

Taxpayer ID Number

Mailing Address

Encinitas CA 92024, 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. Contractor will provide 2 hours of garden club classes every other week for 29 weeks, open to all grades, during the staggered lunch times.

2. Term. Contractor shall commence providing services under this Agreement on September 12, 2019, and will diligently perform as required and complete performance by May 31, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Six thousand and five hundred Dollars (\$ 6,500.00). District shall pay Contractor according to the following terms and conditions:  
on a monthly basis.
- 
- 
- 
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
N/A
- 
- 
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
the use of the school's garden, classrooms, and the auditorium.
- 
- 

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: BCK Programs, LLC  
765 Normandy Rd. Encinitas, CA 92094

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

This Agreement is entered into this 11 day of September, \_\_\_\_\_.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

Christopher Carson

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

Asst. Superintendent, Business Services

\_\_\_\_\_  
Title

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

Camille Sowinski

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

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

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

(760)-613-2696

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

Agenda Item:	<b>14.C. Approve contract #CT3667 for Maria da Venza to conduct Philosophy with Children in-class sessions at El Toyon School.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this contract will allow Philosophy with Children to provide 30 in-class sessions at El Toyon once a week at \$30.00 per session for 30 weeks. Sessions will take place between September 17, 2019 through June 2, 2020. Teacher training will also be provided at the request of the teacher.
Comments:	<p>Each session is an hour long, during which the Philosophy teacher will work with two groups of children asking in-depth (philosophical) questions about a story read at the beginning of class. The children will discuss these questions with each other, providing reasons and arguments for each.</p> <p>Philosophy with Children also supports Common Core Standards. These sessions are open to all grade levels.</p>
Recommended Motion:	Approve contract #CT3667 for Maria da Venza to conduct Philosophy with Children in-class sessions at El Toyon School.
Financial Impact:	<p>Contract cost: \$900</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>Title 1-Site</p>
Attachments:	CT3667

Fund	Res	Goal	Function	Object	School
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Contract No. 3667

## 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 Maria da Venza 5530 Renaissance Ave #1

Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA</u>	<u>92122</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. El Toyon will partner with Maria da Venza in conducting Philosophy with Children in-class at \$30.00 per session starting September 17th - June 2nd for 30 weeks. Mari will work with students asking in-depth philosophical questions pertaining to a story.
2. Term. Contractor shall commence providing services under this Agreement on September 17th, 2019, and will diligently perform as required and complete performance by June 2nd, 2020.



3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nine hundred and 00/100 Dollars (\$900.00). District shall pay Contractor according to the following terms and conditions:

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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:  
Philosophy with Children in-class sessions

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

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

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

N/A

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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: \_\_\_\_\_  
Maria da Venza

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

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

#### **NATIONAL SCHOOL DISTRICT**

\_\_\_\_\_  
Signature of Authorized Agent  
Christopher Carson  
\_\_\_\_\_  
Typed or Printed Name  
Asst. Superintendent, Business Services  
\_\_\_\_\_  
Title

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

#### **CONTRACTOR**

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

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

Agenda Item:	<b>14.D. Approve National School District to apply for the San Diego County’s Public Access Defibrillation Program Grant to Received Discounted Rate for 12 Automated External Defibrillators (AED) units.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this item will allow National School District to participate with the San Diego County’s Public Access Defibrillation Program grant and received discounted rates for External Defibrillators (AED) Units.
Comments:	<p>The San Diego County’s Public Access Defibrillation Program, has one main goal: “to save lives through early defibrillation.” To reach that goal, our objective is to make automatic external defibrillators (AED’s) as accessible as fire extinguishers throughout the county. The grant program helps provide public agencies with support in acquiring updated Automated External Defibrillators (AED) devices.</p> <p>If the grant is approved, discounted defibrillators could be purchased at a cost of approximately \$7,426.24. This purchase would be submitted for Board approval at that time.</p>
Recommended Motion:	Approve National School District to apply for the San Diego County’s Public Access Defibrillation Program Grant to Received Discounted Rate for 12 Automated External Defibrillators (AED) units.
Financial Impact:	None
Attachments:	AED Grant



## **A COMMUNITY EFFORT TO SAVE LIVES!!**

Grant Applicant,

San Diego Project Heart Beat (SDPHB), San Diego County's Public Access Defibrillation Program, has one main goal: "to save lives through early defibrillation." To reach that goal, our objective is to make automatic external defibrillators (AED's) as accessible as fire extinguishers throughout the county.

Joining the SDPHB team is easy, accessible and affordable. Realizing this is not necessarily the case for all groups, businesses and organizations, SDPHB is offering financial assistance through financial grant funding that has been established solely for the purchase of AED's. SDPHB is offering assistance through an approved assistance grant application form. Approved applicants can receive reimbursement funds up to 25% designated specifically for the purchase of AED's for the requestors' chosen site.

The complete package cost of one AED is approximately \$1500.00. This includes tax, shipping and handling charges.

Simply complete the attached application form. Please be thorough in expressing the requested information and feel free to add any additional information or pages that would benefit a positive approval of your application.

Scan and email grant application forms to:

San Diego Project Heart Beat  
Attn.: Maureen O'Connor at [moconnor@sandiego.gov](mailto:moconnor@sandiego.gov)  
Forms may also be faxed into (619) 243-0913

Any questions related to the grant application can be directed to:  
Maureen O'Connor at (619) 243-0911 or Nayeli Espinoza at (619) 243-0909

**SAN DIEGO PROJECT HEART BEAT □ PUBLIC ACCESS DEFIBRILLATION PROGRAMS**  
1010 Second Avenue Suite 300/MS603 San Diego, CA. 92101 □ Phone (866) 4HEARTU

Grant App 4/15  
Copyright 2002, San Diego Project Heart Beat



**A COMMUNITY EFFORT TO SAVE LIVES!!**

**FINANCIAL ASSISTANCE GRANT APPLICATION  
FOR AED PURCHASE  
National School District**

REQUESTING ORGANIZATION NAME:

DATE OF REQUEST:

Please briefly describe the type of service your organization provides to the Community:  
**Elementary School District**

Organization Address: **1500 N Avenue National City CA 91950**

Is your organization able to give proof of 501c3 status? Yes \_\_\_\_ . No \_\_\_\_ .

Federal Identification Number: \_\_\_\_\_

What is the name of the proposed AED site location?

**District Office/Schools**

What is the main purpose of service provided at this proposed site?

**Provide educational services for Preschool-Grade 6**

What is the approximate number of individuals visiting this proposed site on a monthly basis? \_\_\_\_\_ Daily basis? **700 per school site**

Does this proposed site currently utilize AED's at this same location? **Yes**

If so, how were the AED's at this site obtained? **Purchased by District**

It is important to know that an AED program must include; medical oversight, documented program and AED maintenance as well as some certification training. This includes a prescription for the AED at its location as well as communication between the using organization and the oversight entity when the AED is used in an emergency. Such a program can be purchased through San Diego Project Heart Beat. Other related costs can be incurred as the result of an AED deployment, maintenance or damage to the AED unit. Can you commit as an organization to maintain this program, as required by the regulations set forth by the California State law that governs the use and placement of AEDs now and in subsequent years? **Yes**

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

Contact Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Price of Program Management quoted can be subject to change.

**SAN DIEGO PROJECT HEART BEAT □ PUBLIC ACCESS DEFIBRILLATION PROGRAMS**

1010 Second Avenue Suite 300/MS603 San Diego, CA. 92101 □ Phone (866) 4HEARTU

Grant App 4/15

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Agenda Item:	<b>14.E. Discuss National School District application for Inclusive Early Education Expansion Program (IEEEP) Grant.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Discussion of this item would provide direction to National School District staff to pursue a grant from the State. Approval to submit the grant would be sought at the October 9, 2019 Board meeting.
Comments:	<p>The California Department of Education is offering a grant to expand inclusive education from birth to 5 years old and support children with disabilities and exceptional needs including children with severe disabilities, in early learning and care settings pursuant to Parts B and C of the federal Individuals with Disabilities Education Act (IDEA).</p> <p>The District would work with San Diego County Office of Education and other countywide Districts in drafting the grant and in support of the California Department of Education to promote additional opportunities for the development of inclusive settings within our county schools.</p> <p>The period for the IEEEP one time grant period is a multi-year grant from December 2019-June 2023. The grant would cover costs associated with the following:</p> <ul style="list-style-type: none"> <li>• professional development funds to appropriate staff have proper training to support full inclusion</li> <li>• funds to repair, renovate, modify or build new facilities</li> <li>• funds for the purchase of adaptive equipment or modify existing equipment</li> </ul> <p>Fiscal impact of this grant could include fiscal matching of 33% cash in kind, or combination of both fiscal and in kind match.</p>

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /  
Abstract: None

Agenda Item:	<b>16. BUSINESS SERVICES</b>
Agenda Item:	<b>16.A. Report on year-end actual ending balances for the 2018-2019 year and budget revisions to the 2019-2020 adopted budget.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	This report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. All 2018-2019 unrestricted and restricted programs have been closed out and now reflect year-end actual balances instead of budget estimates.
Comments:	Itemized revisions reflect General Fund revenue and expenditure adjustments since budget adoption on June 26, 2019. These revisions include 2018-2019 ending balances, carryovers, budget adjustments and permanent transfers.

Agenda Item:	<b>16.B. Approve year-end actual ending balances for the 2018-2019 year and approve budget revisions to the 2019-2020 adopted budget. (Exhibit B)</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	This report is designed to inform the Governing Board, public, and other interested parties about the financial condition of the District. All 2018-2019 unrestricted and restricted programs have been closed out and now reflect year-end actual balances instead of budget estimates.
Comments:	Itemized revisions reflect General Fund revenue and expenditure adjustments since budget adoption on June 26, 2019. These revisions include 2018-2019 ending balances, carryovers, budget adjustments and permanent transfers.
Recommended Motion:	Approve year-end actual ending balances for the 2018-2019 year and budget revisions to the 2019-2020 adopted budget.
Attachments:	Exhibit B

Agenda Item:	<b>16.C. Approve Change Order #001 and #002 submitted by M.A. Stevens Construction for the Roof Replacement Projects at El Toyon and John Otis Schools.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	On February 27, 2019, the Governing Board awarded contract #CT3573 to M.A. Stevens for Roof Replacement at El Toyon and John Otis Schools, Bid No. 18-19-182. The project was scheduled to be completed during the 2019 summer break at a cost of \$282,550.00. Approval of change order #001 in the amount of \$1,135.05, and change order #002 in the amount of \$4,885.61 will allow the District to close out the project. These change orders are for a total change order amount of \$6,020.66, or 2.13% of the bid amount.
Comments:	<p>Change orders occur during a construction or maintenance project as a result of:</p> <ol style="list-style-type: none"> <li>1. Change in scope: Generally, a change in scope is made by a district representative when reassessing the functionality and/or aesthetics of the project during construction. For example, increasing the size of an office window to increase lighting in the office.</li> <li>2. Concealed field condition: Concealed or unforeseen field conditions occur when wall coverings (drywall) are removed and conditions are revealed that could not otherwise have been known. For example, rusting water pipe inside a classroom or office wall.</li> <li>3. New requirements by outside parties: Most construction projects require certification in one form or another by third party agencies such as the Department of State Architect (DSA), County Department of Health Services, etc. It is not unusual for these agencies to add or change requirements during the construction process and/or after the bid has been awarded.</li> </ol> <p>Change order #001, in the amount of \$1,135.05 was for concealed field conditions. When the existing roof at El Toyon Kindergarten wing was removed, the wood underneath was rotted away. This was not visible prior to the existing roof being removed.</p> <p>Change order #002, in the amount of \$4,885.61 was for change in scope by the District. At John Otis, once the existing roof was removed, the existing six (6) skylights were reassessed for age and condition. It is better to replace or add skylights at the time of a roof replacement as doing this at a later date will generally void the warranty of the roof. As the existing six (6) skylights were very aged, the District made the decision to replace the existing skylights with new ones. This change order allowed for new skylights and for maintaining the new roof warranty.</p>
Recommended Motion:	Approve Change Order #001 and #002 submitted by M.A. Stevens Construction for the Roof Replacement Projects at El Toyon and John Otis Schools.
Financial Impact:	<p>Cost: \$6,020.66</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	Change Order #001 & #002



125 E 17th Street  
National City, CA 91950  
Office: (619) 477-7893  
Fax: (619) 477-7895  
License No.: 504693

National School District  
Roof Replacement at El Toyon and John Otis

OWNER		
National School District 1500 N Ave. National City, CA 91950		

PCO #:	001	CONTRACT EXTENSION:	
DATE:	4/3/19	REVISED:	REVISED:
DESCRIPTION:	Replacement of tongue and groove and 2x6 wood.		
		GC	SUB
<b>A. Material</b>			
Roof Construction			
See Attached			\$ 236.34
<b>B. Labor</b>			
Roof Construction			
See Attached			\$ 665.70
GL Insurance - Roof Construction			\$ 23.00
<b>C. Equipment</b>			
Roof Construction			
N/A			
<b>D. Insurance / Labor Burden</b>			
M.A. Stevens Construction, Inc.			
Payroll burden: 30% of actual labor cost		\$ -	
MAS General Liability: (Material, Labor, Equipment X 6.417 / 1000 =		\$ 5.94	
<b>E. Subtotal (A+ B + C + D)</b>	\$ 5.94	\$ 925.04	
<b>F. Subcontractor's OH&amp;P 15%</b>	\$ 138.76		
<b>G. Subtotal (E+F)</b>	\$ 1,069.73		
<b>H. Contractor's OH&amp;P 15% / 5%</b>	\$ 0.89	\$ 53.19	
<b>I. Subtotal (G + H)</b>	\$ 1,123.81		
<b>J. Bond Premium 1%</b>	\$ 11.24		
<b>K. TOTAL (I +J)</b>	\$ 1,135.05		



1563 Sterling Court  
Escondido, CA 92029  
760-738-1050 Fax 760-738-1054

TO: M. A. Stevens Inc.  
125 E 17th Street  
National City, CA 91950

Date:	3/27/19	Job #	18-074
Attn:	<u>Mark Stevens</u>		
RE:	<u>El Toyon Elementary</u>		

**Description:**

Replacement of Tongue & Groove and 2x6 wood

**Material Cost**

UNIT	MATERIAL	UNIT PRICE	TOTAL UNITS	SUB TOTAL	TAX	TOTAL UNITS
6 pack	Tongue & Groove 1 x 8	\$ 48.10	x 4 =	\$ 192.40	\$ 14.91	\$ 207.31
ea	2 x 6 x 8 Wood	\$ 8.98	x 3 =	\$ 26.94	\$ 2.09	\$ 29.03
				\$ 219.34	\$ 17.00	\$ 236.34
						\$ 236.34

**Labor Cost**

Description	ROOFING CLASSIFICATION	HOURLY RATE	HOURS	SUB TOTAL	TOTAL
T & G	Journeyman	\$ 52.04	x 4 =	\$ 208.16	\$ 208.16
	Apprentice	\$ 43.06	x 4 =	\$ 172.24	\$ 172.24
2 x 6	Journeyman	\$ 52.04	x 3 =	\$ 156.12	\$ 156.12
	Apprentice	\$ 43.06	x 3 =	\$ 129.18	\$ 129.18
					\$ 665.70
					Total T&M \$ 902.04
					GL Ins \$ 23.00
					15% OHP \$ 138.76
<b>TOTAL TIME &amp; MATERIAL BILLING</b>					<b>\$ 1,064.00</b>

Submitted by:

Accepted by:

Signature

Signature

Sunny Elguez, Estimating  
Name & Title

Name & Title

Date: 3/27/2019

Date:

Agenda Item:	<b>16.D. Accept gifts.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> <li>1. \$40.00 from United Cerebral Palsy to Ira Harbison School for teacher incentives.</li> <li>2. \$25.00 from Mission Federal Credit Union to Ira Harbison School for teacher incentives.</li> <li>3. \$150.00 from Kiwanis Club of Sweetwater to Ira Harbison School for sixth grade camp.</li> <li>4. \$33.88 from Sticker Rise LLC to Olivewood School for any school needs.</li> <li>5. \$300.00 from San Ysidro Health Clinic to National School District for the Parent Summit.</li> </ol>
Quick Summary / Abstract:	<ul style="list-style-type: none"> <li>• United Cerebral Palsy Association of SDC is a nonprofit organization that educates, advocates, and provides support services to people with disabilities.</li> <li>• Mission Federal Credit Union is a community partner with an interest in supporting local youth.</li> <li>• Kiwanis Club of Sweetwater Foundation N.C. is a service club and non-profit foundation with an interest in supporting youth.</li> <li>• Sticker Rise, LLC is a local community partner who supports youth.</li> <li>• The San Ysidro Health Clinic is a local community partner with an interest in supporting local 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.



Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **17.A. Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations.**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, Board members requested a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop (See Exhibit C) will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: The process to review these policies will be divided into three parts:  
Part 1: Administrative Policies and Board Bylaws  
Part 2: Business and Noninstructional Operations, Personnel, and Facilities  
Part 3: Students and Instruction

Suggested policy updates for Part 1: Board Bylaws, Board Policies and Administrative Regulations were presented to the Governing Board for first reading during a Regular Board meeting held on August 21, 2019.

Suggested policy updates for Part 2 and Part 3 will be brought forward for a Board Workshop at separate meetings.

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.

Attachments:  
Exhibit C

Agenda Item: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**