



Governing Board Agenda

October 13, 2021

Welcome

Welcome to the meeting of the National School District Governing Board. Your interest in our school district proceedings is appreciated.

Our Governance Team

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation of the school district. Among its duties, the Board adopts an annual budget, approves all expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent. The Superintendent serves as the secretary to the Governing Board.

Maria Betancourt-Castañeda, Board Clerk

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

Leighangela Brady, Secretary

Dr. Brady was first appointed as Superintendent in August 2016.

Maria Dalla, Board President

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

Michelle Gates, Board Member

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Rocina Lizarraga, Board Member

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Alma Sarmiento, Board Member

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2022.

This meeting may be recorded

In accordance with Board Policy, audio recordings of Governing Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to listen to the recording.

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

Meeting Conduct

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, October 13, 2021

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

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

<https://youtu.be/xvFRUiAgSIE>

*(If you are having trouble with the link, please try copying
and pasting the link to the address bar in your browser.)*

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. CLOSED SESSION ROLL CALL

3. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

4. ADJOURN TO CLOSED SESSION

5. CLOSED SESSION- 4:00 P.M.

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

One Case

Case No. 37-2021-9417

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

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

Agency negotiator: Dr. Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

12. AGENDA

12.A. Accept Agenda.

Ms. Maria Dalla,
Board President

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Ms. Maria Dalla,
Board President

All items listed under the Consent Agenda 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 Agenda. All items approved by the Board will be deemed as considered in full and adopted as recommended.

13.A. Administration-None

Dr. Leighangela
Brady, Superintendent

13.B. Human Resources

13.B.I. Ratify/approve recommended actions in personnel activity list.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.B.II. Accept the employee resignations/retirements.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.C. Educational Services-None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

13.D. Business Services

13.D.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

14. GENERAL FUNCTIONS

14.A. Approve the minutes of the Regular Board Meeting held on September 8, 2021.

Dr. Leighangela
Brady, Superintendent

14.B. Adopt Resolution #21-22.10 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to bereavement.

Dr. Leighangela
Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Adopt Resolution #21-22.11 proclaiming October 23-31, 2021, as Drug Awareness Week (National Red Ribbon Week) in National School District.

Dr. Sharmila Kraft,
Assistant
Superintendent
Educational Services

15.B. Amend contract #CT3823 with San Diego County Superintendent of Schools to extend Multilingual California Project grant funds from the 2020-2021 school year through June 30, 2022.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.C. Discussion regarding sixth grade camp with the YMCA of San Diego County.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.D. Approve contract #CT3895 with Building Block Entertainment, Inc. to provide services for Lincoln Acres School students.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.E. Approve agreement #CT3896 with Assistance League of Greater San Diego to provide services for National School District.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.F. Approve Memorandum of Understanding #CT3900 with BCK, LLC to promote environmental education, literacy, and awareness.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.G. Approve Memorandum of Understanding #CT3901 with Olivewood Gardens & Learning Center to promote environmental education, literacy, and awareness.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.H. Approve contract #CT3894 with Olivewood Gardens & Learning Center to provide garden support to National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16. HUMAN RESOURCES

16.A. Conduct a public hearing for the Collective Bargaining Agreements with the National City Elementary Teachers Association (NCETA), in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.B. Approve the Tentative Agreement between the National City Elementary Teachers Association and the Governing Board of National School District for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.C. Approve Teacher of the Year qualifications and nomination criteria for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.D. Approve Classified Employee of the Year qualifications and nomination criteria for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Authorize the Assistant Superintendent of Business Services to advertise for E-Rate equipment and services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.B. Approve the transfer of wireless services from Verizon Wireless to T-Mobile.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.C. Approve extension of contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2021-2022 school year.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.D. Approve addendum for contract #CT3881 with MAXIM Healthcare Staffing to provide healthcare services for the 2021-2022 school year.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. CLOSED SESSION ROLL CALL**

Quick Summary / Board:

Abstract: Ms. Maria Dalla, Board President
Ms. Maria Betancourt-Castañeda, Board Clerk
Ms. Alma Sarmiento, Trustee
Ms. Michelle Gates, Trustee
Ms. Rocina Lizarraga, Trustee

Staff:

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

Agenda Item: **3. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, 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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **4. ADJOURN TO CLOSED SESSION**

Agenda Item: **5. CLOSED SESSION- 4:00 P.M.**

Quick Summary /

Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One Case
Case No. 37-2021-9417

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

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

Agenda Item: **6. RETURN TO OPEN SESSION**

Agenda Item: **7. CALL TO ORDER**

Agenda Item: **8. PLEDGE OF ALLEGIANCE**

Agenda Item: **9. OPEN SESSION ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PRESENTATIONS**

Agenda Item: **10.A. Introduce and welcome the new employees.**

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

Quick Summary / Abstract: The employees on the attached list were approved at the September 8, 2021, Governing Board Meeting.

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

Attachments:
Introduce & Welcome

	Introduce & Welcome 10/13/21	
Name	Position	Location
Carolina Chavez	Instructional Assistant-Health Care	Las Palmas School
Cynthia Zavala	Office Technician-School	Rancho de la Nación School

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, 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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **12. AGENDA**

Agenda Item: **12.A. Accept Agenda.**

Speaker: Ms. Maria Dalla, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /
Abstract: All items listed under the Consent Agenda 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 Agenda. All items approved by the Board will be deemed as considered in full and adopted as recommended.

Recommended
Motion: Approve Consent Agenda.

Agenda Item: **13.A. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **13.B. Human Resources**

Agenda Item: **13.B.I. Ratify/approve recommended actions in personnel activity list.**

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
October 13, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
1. Charles Eze	Resource Specialist Program Teacher 6.58 hours per day 185 days per year Lincoln Acres School	October 15, 2021	Class 1, Step 1	General Fund

Temporary Employment				
2. Maria Herrera-Schlemmer	Impact Teacher 4 hours per day not to exceed 125 days per year John Otis School	October 14, 2021 to June 8, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds

Additional Duties				
3. Matthew Bandy	Technology Site Liaison Kimball School	2021– 2022 school year	\$1000 per year	School Site Funds

Contract Extension/Change				
None				

Leave of Absence				
4. Shannel Bartak	Teacher Las Palmas School	October 4, 2021 to December 17, 2021	Unpaid Leave of Absence	

CLASSIFIED STAFF RECOMMENDATIONS
October 13, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
5. Alexis Abarca	Instructional Assistant – Special Education 3.25 hours per day 210 days a year Olivewood School	October 15, 2021	Range 16, Step 1	General Fund
6. Jose de Jesus Huerta Huinquez	Custodian-Night 8 hours per day 12 months a year Lincoln Acres School	October 15, 2021	Range 17, Step 1	General Fund

7. Yesenia Iniguez	Instructional Assistant – Special Education 3.25 hours per day 210 days a year Lincoln Acres School	October 15, 2021	Range 16, Step 1	General Fund
8. Melissa Northcutt	Human Resources Specialist 8 hours per day 12 months a year Human Resources Department	October 18, 2021	Range 34, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

9. Jorge Clayton	From School Bus Driver 4 hours per day Transportation Department to School Bus Driver 6 hours per day 210 days per year Transportation Department	October 14, 2021	Range 21, Step 1	General Fund
10. Margaret De La Paz	From School Bus Driver 5 hours per day Transportation Department to School Bus Driver 6 hours per day 210 days per year Transportation Department	October 14, 2021	Range 21, Step 1	General Fund
11. Laura Perez	From School Bus Driver 4 hours per day Transportation Department to School Bus Driver 6 hours per day 210 days per year Transportation Department	October 14, 2021	Range 21, Step 1	General Fund

12. Saul Poblano	From School Bus Driver 5 hours per day Transportation Department to School Bus Driver 8 hours per day 210 days per year Transportation Department	October 14, 2021	Range 21, Step 1	General Fund
13. Jose Quiñonez	From School Bus Driver 5 hours per day Transportation Department to School Bus Driver 6 hours per day 210 days per year Transportation Department	October 14, 2021	Range 21, Step 1	General Fund
14. Sergio Tapia	From Groundskeeper Maintenance and Operations Department to Skilled Trades/Maintenance Worker 8 hours per day 12 months per year Maintenance and Operations Department	October 14, 2021	Range 28, Step 1	General Fund
15. Josefina Valdez	From Campus Student Supervisor 2 hours per day El Toyon School to Campus Student Supervisor 3 hours per day 210 days per year El Toyon School	October 14, 2021	Range 8, Step 1	General Fund

Leave of Absence

16. Norma Casas	Instructional Assistant-Special Education District Office	January 10, 2022 to June 8, 2021	Unpaid Leave of Absence	
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Agenda Item: **13.B.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 10/13/21			
Name	Position	Location	Effective Date
Silvia Andrado	Enrichment Teacher	District Office	October 6, 2021
Monica Carbajal	Instructional Assistant – Special Education	Central School	September 17, 2021
Diana Estrada	Child Nutrition Services Assistant	Central School	October 15, 2021
Joanna Herrera	School Counselor	Las Palmas School	September 15, 2021
Yenitza Lozada	Instructional Assistant – Preschool	Kimball School	September 29, 2021
Bianca Ramirez	Instructional Assistant – Health Care	Lincoln Acres School	August 31, 2021
Mylene Santos	Campus Student Supervisor	Ira Harbison School	September 17, 2021

Retirements 10/13/21			
Name	Position	Location	Effective Date
Sonia Ruan	School Principal	Las Palmas School	January 6, 2022
Luz Vicario	School Principal	Kimball School	January 7, 2022

Agenda Item: **13.C. Educational Services**

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

Quick Summary / Abstract: None

Agenda Item: **13.D. Business Services**

Agenda Item: **13.D.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Approve the minutes of the Regular Board Meeting held on September 8, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 09/08/2021

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

September 08, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/F4xHSsrNVfc>

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:03 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:04 p.m.:

Present:

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Absent:

Ms. Maria Betancourt-Castañeda

Mrs. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS

None.

4. ADJOURN TO CLOSED SESSION

5. CLOSED SESSION - 4:00 P.M.

Closed session was held from 4:03 p.m. to 5:30 p.m.

No action was taken in closed session.

6. RETURN TO OPEN SESSION - 6:00 P.M.

7. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 6:02 p.m.

8. PLEDGE OF ALLEGIANCE

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

9. OPEN SESSION ROLL CALL

Attendance taken at 6:03 p.m.:

Present:

Ms. Maria Dalla
Ms. Michelle Gates
Ms. Rocina Lizarraga
Ms. Alma Sarmiento

Absent:

Ms. Maria Betancourt-Castañeda

Mrs. Jocelyn Gomez took roll call.

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

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

Board President, Ms. Maria Dalla, presented each new employee with a District pin.

11. PUBLIC COMMUNICATIONS

None.

12. AGENDA

12.A. Accept Agenda.

Motion Passed: Acceptance of the Agenda passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Agenda passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on August 25, 2021.

13.B. Administration

13.C. Human Resources

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

13.C.II. Accept the employee resignations/retirements.

13.D. Educational Services

13.D.I. Approve contract #CT3875 with Academic Cognitive Connections to provide an Independent Education Evaluation for student #3711242.

13.E. Business Services

13.E.I. Adopt Resolution #21-22.09 for Gann Appropriations Limit for the 2021-2022 fiscal year.

13.E.II. Authorize membership for District Administrators in the Association for Supervision and Curriculum Development for the 2021-2022 school year.

13.E.III. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.

14. GENERAL FUNCTIONS

15. EDUCATIONAL SERVICES

15.A. Discuss clarifications to the National School District's Local Control and Accountability Plan 2021-2024. (Exhibit B)

Dr. Sharmila Kraft discussed clarifications to the National School District's Local Control and Accountability Plan 2021-2024.

15.B. Amend Memorandum of Understanding #CT3854 with San Diego County Superintendent of Schools to provide a Multilingual California Project Grant for the National School District for the 2021-2022 school year.

Motion Passed: Amendment of Memorandum of Understanding #CT3854 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.C. Approve Memorandum of Understanding #CT3879 with Jewish Family Service to provide parent workshops for the National School District for the 2021-2022 school year.

Motion Passed: Following discussion, approval of Memorandum of Understanding #CT3879 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.D. Approve contract #CT3880 with Olivewood Gardens & Learning Center to provide parent workshops for the National School District for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3880 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Recuse Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.E. Approve agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software pilot program in collaboration with the South County Special Education Local Area Plan and the San Joaquin County Office of Education.

Motion Passed: Following discussion, approval of agreement #CT3882 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

16. HUMAN RESOURCES

16.A. Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2021-2022 school year.

Motion Passed: Approval of the Peer Assistance and Review (PAR) Council members passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

17. BUSINESS SERVICES

17.A. Approve the 2020-2021 Unaudited Actuals Financial Reports. (Exhibit C)

Mr. Arik Avanesyans, gave a presentation regarding the 2020-2021 Unaudited Actuals Financial Reports.

Motion Passed: Following discussion, approval of the 2020-2021 Unaudited Actuals Financial Reports passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Alma Sarmiento.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

17.B. Approve Budget Restructuring Plan as attached.

Mr. Arik Avanesyans, gave a presentation regarding the Budget Restructuring Plan.

Motion Passed: Following discussion, approval of the Budget Restructuring Plan passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

18. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga welcomed the new employees. She thanked everyone for the birthday wishes. She wished everyone a good night.

Ms. Gates thanked Mr. Avanesyans and his department for their work and presentations. She welcomed the new employees. She shared that she visited Central and Ira Harbison Schools, and thanked the staff for their warm welcome. She wished everyone a wonderful fall break.

Ms. Sarmiento welcomed the new employees. She wished Ms. Gates and Ms. Lizarraga happy birthdays. She wished everyone a happy fall break.

Mr. Avanesyans thanked the Transportation Department for their hard work. He shared that the District is fortunate for the amount of bus drivers we have, because of the county wide shortage that other districts are experiencing.

Dr. Hernandez welcomed the new employees. She wished Ms. Gates and Ms. Lizarraga happy birthdays.

Dr. Kraft welcomed the new employees. She wished Ms. Gates and Ms. Lizarraga happy birthdays. She thanked all staff for their hard work.

Dr. Brady shared that asynchronous coronavirus (COVID-19) site testing began Tuesday, and that she was able to participate in receiving a test herself. She stated that from the approval of contract #CT3881 with MAXIM Healthcare, the District will receive assistance with contact tracing. She wished Ms. Gates, Ms. Lizarraga, and Dr. Hernandez happy birthdays.

Ms. Dalla wished Ms. Gates, Ms. Lizarraga, and Dr. Hernandez happy birthdays. She thanked Mr. Avanesyans for his presentations this evening.

19. ADJOURNMENT

Board President, Ms. Maria Dalla, adjourned the meeting at 7:20 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **14.B. Adopt Resolution #21-22.10 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to bereavement.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Betancourt-Castañeda was absent from the Regular Board meeting held on September 8, 2021, due to bereavement.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #21-22.10 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to bereavement.

Attachments:
Resolution #21-22.10

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Adopt Resolution #21-22.11 proclaiming October 23-31, 2021, as Drug Awareness Week (National Red Ribbon Week) in National School District.**

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

Quick Summary / Abstract: Red Ribbon Week has been celebrated for many years by students in California Schools as an opportunity to showcase their support for a drug-free, tobacco-free and alcohol-free environment.

National School District supports this healthy environment for our students by initiating Board Policy for a Drug-Free and Tobacco-Free Workplace, a Zero Tolerance Policy, and implemented structures to support the California Safe Schools Program.

Comments: In conjunction with school and community agencies all over San Diego County, National School District will take this opportunity to focus attention on healthy lifestyle. Students will be asked to participate in various activities at the school site. Bracelets will be distributed to students and staff.

Attachments:
Resolution #21-22.11

National School District Resolution

#21-22.11

RED RIBBON WEEK

WHEREAS, alcohol, tobacco, and drug abuse has reached pandemic stages in California and throughout the United States; and,

WHEREAS, after decades of decline in cigarette smoking rates we have seen a recent dramatic rise in the use of e-cigarettes (vaping) by children and teens leading to a new generation of tobacco products addicting a new generation of users to tobacco and nicotine; and,

WHEREAS, it is imperative that community members launch unified and visible tobacco, alcohol and other drug prevention education programs and activities to eliminate the demand for these substances; and,

WHEREAS, the Red Ribbon Celebration will be observed across America during RED RIBBON WEEK, October 23-31, 2021; and,

WHEREAS, Parents, Youth, Government, Business, Law Enforcement, Schools, Religious Institutions, Service Organizations, Social Services, Health Services, Media, and the General Public will demonstrate their commitment to drug-free communities by wearing and displaying Red Ribbon Week bracelets during this week-long celebration; and,

NOW THEREFORE, BE IT RESOLVED, that National School District does hereby support October 23-31, 2021 as RED RIBBON WEEK, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and,

Agenda Item: **15.B. Amend contract #CT3823 with San Diego County Superintendent of Schools to extend Multilingual California Project grant funds from the 2020-2021 school year through June 30, 2022.**

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

Quick Summary / Abstract: Contract #CT3823 with San Diego County Superintendent of Schools for a Multilingual California Project (MCAP) was approved at the May 12, 2021, Board meeting, allowing for training and support to school districts aimed at improving instruction and services for English learners provided by the grant MCAP for the 2020-2021 school year.

On September 3, 2021, the San Diego County Superintendent of Schools issued guidance related to the extension of the 2020-2021 grant MCAP through June 30, 2022.

Amendment of this contract will extend the 2020-2021 grant MCAP to provide National School District access to services through June 30, 2022.

Comments: San Diego County Office of Education (SDCOE) notified National School District that they would be extending the grant MCAP MOU with National School District and that grantees may spend 2020-2021 funds through June 30, 2022.

Recommended Motion: Amend contract #CT3823 with San Diego County Superintendent of Schools to extend Multilingual California Project grant funds from the 2020-2021 school year through June 30, 2022.

Financial Impact: None

Attachments:
CT3823

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of September 3, 2021 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and National School District ("**Consultant**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and Consultant are parties to County Agreement No. 20211510 dated May 1, 2021. Subsequently the Agreement was amended on September 3, 2021. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

Extending the end date of the contract from June 30, 2021 to June 30, 2022 to allow consultant more time to spend and allocate the year 1 funds of \$11,000 for the Multilingual California Project (MCaP) work at the LEA level. (Year 2 funds of \$12,000 on separate contract for 2021-22 school year)

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

CONTRACTOR

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Name (Type or Print)

Title

Date

Agenda Item: **15.C. Discussion regarding sixth grade camp with the YMCA of San Diego County.**

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

Quick Summary / Abstract: Each year, the National School District offers sixth grade students the opportunity to attend camp for outdoor learning opportunities. These contracts are with the YMCA of San Diego County and allow the sixth grade children of the National School District to attend Camp Marston.

Comments: By approving these contracts, the National School District Governing Board is authorizing the National School District to sign contracts for each of the schools in the District at a cost of \$265 per child. This is an increase from the previous amount, which was \$245 per child. The actual cost of each school site varies based upon enrollment and is to be paid out of Student Activity Funds.

Financial Impact: Contract cost: Based upon enrollment (\$265 per child)
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund-Site student activity fund

Attachments:
YMCA Camp- Facility Agreement



YMCA CAMP FACILITY USE AGREEMENT

This Facilities Use Agreement (FUA) is entered into by and between _____ (User) and YMCA of San Diego County (YMCA), a California non-profit public benefit corporation, for its Camp Marston (Camp). The User desires to use a portion of the Camp from YMCA, subject to the following terms and conditions.

1. TERM.

The User desires to use Camp on the date or dates specified on the attached Reservation Form.

2. PAYMENT.

The User shall pay YMCA the fee specified on the Reservation Form. The User shall pay YMCA a deposit of fifty (50) percent of the expected number on the Reservation Form. Reservations will automatically be canceled if the deposit and signed FUA are not returned to the YMCA on the projected date or dates as specified on the Reservation Form. All deposits are non-refundable. The User shall pay the final balance upon arrival.

3. USE OF CAMP.

User shall use Camp solely for recreational, educational and camping purposes. User agrees not to use Camp or any portion of Camp in any manner or for any purpose that is in any way in violation of any valid law, ordinance, and regulation of any federal, state, county or local governmental agency, body or entity.

4. CODE OF CONDUCT.

User shall follow all Camp rules and regulations, including but not limited to, those listed below. User understands that a violation of such rules is grounds for immediate dismissal for the group as a whole.

- (a) The User shall obey all applicable Camp rules and the directions of any YMCA employee in connection with the use of the Camp.
- (b) The User understands that Camp is a shared facility and there may be other groups on site. The User is aware that quiet hours on the Camp occur during the hours of 9pm to 8am and the User agrees to abide by these hours.
- (c) The User shall not bring or allow to be brought any materials or substances onto the Camp that are considered hazardous under any governmental rule or guideline. There will be no firearms, ammunition, flammable liquids, explosives, poisonous substances, or hand and power tools allowed at Camp.
- (d) Consumption of alcohol or illegal drugs is strictly prohibited. The following are also strictly prohibited: weapons, pets, open flames inside cabins, and smoking on the premises. Outdoor campfires/smoking are only permitted in approved areas.
- (e) The Camp reserves the right to change cabin assignments and activities, even if prearranged, due to scheduling, maintenance, or weather conditions.
- (f) The User shall leave the Camp in a clean and orderly condition. The User is responsible for cleaning the campsite, cabins, and adjacent ground prior to leaving. Camp shall be restored by the User to the original condition should the User cause any alterations or changes to occur during the time of use.
- (g) Unless otherwise written in this FUA, group leaders, members and participants must adhere to check in and check out times. Buildings and cabins must be vacated at least 1 hour after the last meal to allow for cleaning of the facilities. Additional charges may be incurred if group members arrive early and/or depart late.
- (h) YMCA is not responsible for any lost and/or stolen items.

5. GROUP LEADERS.

The User is required to designate at least one adult as the Group Leader. The Group Leader(s) must be certified in basic First Aid and CPR and is responsible for providing all first aid, emergency care and emergency transportation, if necessary, for group members. The Group Leader will also be responsible for possessing and storing all first aid supplies and basic over the counter medications. The Group Leader shall pre-screen all participants for potential health issues and shall take additional precautions in the event that the participants have serious health issues.

The Group Leader shall be responsible for pre-screening and completing background checks on all adult volunteers for their group. Prior to beginning the program, the Group Leader will ensure that each adult has received a copy of the Camp rules and safety information as provided in the Planning Guide. The Planning Guide provides information about the rules and requirements of the programs provided by Camp. The Group Leader shall be responsible for ensuring all group members are in compliance with the Planning Guide. All group leaders, teachers and volunteers are responsible for the supervision and behavior of all group members, at all times.

The Group Leader must ensure all group members, children and adults, attend orientation at the beginning of the camp program. An overall supervision ratio of 1 adult to 8 children is required with a minimum of one adult staying overnight in each cabin. For each camper and staff member under the age of eighteen (18) and not accompanied by a parent or guardian, User shall have a signed consent form authorizing emergency medical treatment.

6. **DAMAGE LIABILITY.**

YMCA desires to be protected against loss by reason of the use and occupancy of its camp, beyond wear and tear, by the User or any person who was on or using Camp at the invitation of the User or under the User's direction.

YMCA will invoice the User for any damage caused by the User, its employees, participants or representatives during the term of this FUA.

7. **INDEMNIFICATION.**

To the fullest extent permitted by law, User shall indemnify, defend, and hold YMCA, its officers, directors and employees harmless from any and all claims, losses, damages, liabilities, and expenses (including the costs of investigation and attorney's fees) in connection with any claim or cause of action arising from any act or omission of User or User's employees, agents, and/or representatives, in the performance of User's obligations under this agreement, except where the claim, loss or damage is caused by the sole negligence, gross negligence, or willful misconduct of the YMCA.

8. **RELEASE.**

Except for YMCA's gross negligence of willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.

9. **MISCELLANEOUS.**

This FUA is specific to the User and is not transferable or assignable, in whole or in part, to any other person or entity. This FUA together with the Reservation Form contains the entire agreement between the parties, superseding all prior and contemporaneous agreements, representations and promises, whether oral or in writing. The agreement is subject to the laws of the State of California. The parties agree not to modify or amend this agreement, unless in writing and signed by both of the Parties. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in this Facility Use Agreement. I will advise all group members of these terms and conditions. I am an authorized representative of the above organization and am making a commitment on their behalf to fulfill the terms and conditions of this agreement.

Authorized Representative (Over 21 years of age):

Print Name and Title: _____

Authorized Signature: _____

Date: _____

Group Name: _____ School 2022

YMCA Contact: Rich Krudner Rkrudner@ymca.org

YMCA CAMP MARSTON /
RAINTREE RANCH
PO Box 2440
Julian, CA 92036
Phone: 760-765-0642
Fax: 760-765-0183
Web: ymcasd.org/camps

Booking ID:



YMCA OVERNIGHT CAMPS - Reservation Form Camp Marston | Camp Surf | Raintree Ranch

Organization Info

Org Name: National School District
Org Address: 1500 N Ave., National City, CA 91950
Org Phone: 619-336-7500 (Phone)
619-336-7505 (Fax)

Group Info

Booking Name: _____ School 2022 Site: Marston
Booking Type: Outdoor Education Booking ID:
Reg. Date:
Primary Contact:
Address:
Email:
Phone:

Dates / Times

Arrival Date: Arrival Time:
Departure Date: Departure Time:
First Meal: Lunch Last Meal: Breakfast

Financial Expectations

Rate Per Person: \$265 Title 1 Discount
Expected number: VARIES BY SITE Percentage Title 1:

Estimated Total:	Deposit Amount:	Deposit Due: November 15, 2021
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- Final balance is due upon arrival at camp.
- **All deposits are non-refundable; reservations will automatically be cancelled if deposit and signed agreement are not returned by the due date.**
- Minimum guarantee is based on 75% of expected attendance or 20 less, whichever is larger.
Your minimum number of guests (regardless of attendance) is: 65
Your Minimum Financial Commitment is:

Notes

User Agreement Notes:

YMCA Contact: Rich Krudner Rkrudner@ymca.org

Initial Here:

Agenda Item: **15.D. Approve contract #CT3895 with Building Block Entertainment, Inc. to provide services for Lincoln Acres School students.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Building Block Entertainment, Inc.

The contract terms include two virtual "Kindness Show" assemblies on November 3, 2021. There will be one assembly for kindergarten through third grade students and one assembly for fourth through sixth grade students. These services will allow our students to learn more about inclusion, anti-bullying, kindness, and friendship through a live virtual presentation.

The inclusive rate for this program is \$750. The terms of this contract are for one day, November 3, 2021.

No services will be rendered until approved by the Governing Board. These services will be provided virtually.

Recommended Motion: Approve contract #CT3895 with Building Block Entertainment, Inc. to provide services for Lincoln Acres School students.

Financial Impact: Contract cost: Not to exceed \$750
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund-Title I

Attachments:
CT3895

[01 - 00] [3010 - 100] [1110] [1000] [4300 - 100] [600]
Fund Res Goal Function Object School

Contract No. CT3895

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 14 day of October, 2021,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and
Building Block Entertainment, Inc.

Contractor _____ Taxpayer ID _____ Mailing Address 5243 Comercio Ave.

Woodland Hills CA 91364, hereinafter referred to as "Contractor."
City State Zip Code

- Services to be provided by Contractor. Two virtual "Kindness Show" assemblies
_____ at
Lincoln Acres
Location
- Term. Contractor shall provide services under this Agreement on
November 3, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed seven hundred and fifty Dollars (\$750.00). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
None
- 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:
None

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

District Name	Address	State	Zip	Phone
<p>NATIONAL SCHOOL DISTRICT</p> <hr/> <p>Signature of Authorized Agent</p> <p>Arik Avanesyans</p> <hr/> <p>Typed or Printed Name</p> <p>Asst. Superintendent, Business Services</p> <hr/> <p>Title</p> <p>Board Approval Date: _____</p>	<p>CONTRACTOR</p> <div style="text-align: center;">  </div> <hr/> <p>Signature of Authorized Agent</p> <p>Mark O. Beckwith, President</p> <hr/> <p>Typed Name</p> <hr/> <p>Social Security or Taxpayer I. D. No.</p> <hr/> <p>(818) 422-1872</p> <hr/> <p>(Area Code) Telephone Number</p>			

Agenda Item: **15.E. Approve agreement #CT3896 with Assistance League of Greater San Diego to provide services for National School District.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to the Operation School Bell program provided by the Assistance League of Greater San Diego (ALGSD). The Operation School Bell is a philanthropic program that provides new school clothing for students in need as identified by school personnel.

No services will be rendered until approved by the Governing Board.

Comments: The term of this contract is three (3) years and shall automatically renew every three years at no cost to the District.

Recommended Motion: Approve agreement #CT3896 with Assistance League of Greater San Diego to provide services for National School District.

Financial Impact: None

Attachments:
CT3896

AGREEMENT WITH NATIONAL SCHOOL DISTRICT

This agreement is entered into by Assistance League® of Greater San Diego hereinafter referred to as Assistance League, located at 108 University Ave. San Diego, CA 92103 and National School District hereinafter referred to as District, located at 1500 N Ave. National City, CA 91950.

1. Operation School Bell is a philanthropic program designed by Assistance League to provide any or all of the following: new school clothing, new shoes, books and school supplies or other like services as designated in this agreement.
2. **Obligations of Assistance League.**
 - a. Assistance League shall furnish: new school clothing, shoes, books and school supplies. Service will be provided to students in grades K thru 6 (who are in need), as identified by school personnel as needed until designated program funds are exhausted.
 - b. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 2.A.
 - c. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - d. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.
 - e. Assistance League recommends completion of the **Three-Year Programs Agreement Review Form** for chapter records.
3. **Obligations of School.**
 - a. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 2.D. above.
 - b. Appoint a contact person to interface with Assistance League.
 - c. School personnel shall identify prospective recipients or participants.
 - d. If students must be transported to the Operation School Bell® facility or store for outfitting, School shall coordinate and provide such transportation at its expense.
4. **Public Relations.**
 - a. Assistance League shall have prominent identification with the program.
 - b. Assistance League shall reserve the right to review and approve all publicity

AGREEMENT WITH A SCHOOL/DISTRICT (page 2 of 2)

mention Assistance League.

- c. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to **Consent Regarding Photographs**)

5. Term, Renewal and Termination.

The term of this agreement is three (3) years, together with four (4) three-year (3) renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.



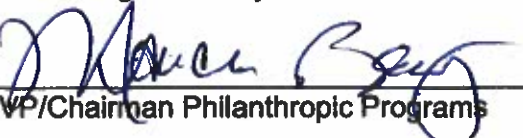
It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

6. Memorandum of Understanding/Other Agreement

If a Memorandum of Understanding or other agreement is required by School, it is the responsibility of Assistance League to have all documents reviewed by legal counsel.

7. Signatures and Dates.

Assistance League of Greater San Diego

	<u>Lynn D. Shields</u>	<u>9/16/2021</u>
President	Printed Name	Date
	<u>ANN L. FILIPPONE</u>	<u>9/16/2021</u>
Recording Secretary	Printed Name	Date
	<u>MARISA DEATY</u>	<u>9/16/21</u>
VP/Chairman Philanthropic Programs	Printed Name	Date

District / School Name

_____ Signature	_____ Printed Name/Title	_____ Date
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Agenda Item: **15.F. Approve Memorandum of Understanding #CT3900 with BCK, LLC to promote environmental education, literacy, and awareness.**

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

Quick Summary / Abstract: Approval of this Memorandum of Understanding will allow National School District (NSD) the ability to collaborate with BCK, LLC to promote environmental education, literacy, and awareness. BCK will seek grants and implement programs aligned to environmental literacy vision such as, but not limited to the following:

- Carton recycling at NSD schools
- Compost classrooms including the implementation of worm bins
- Eco literacy classes

Services will be provided at no cost to the District.

Comments: This partnership aligns with the vision of BCK, as well as to the Vision, Mission, and Core Values of National School District. BCK and NSD therefore work together to ensure the most effective educational learning experience possible for students taking part in the program, and to promote environmental education, literacy, and awareness throughout the entire school District.

Recommended Motion: Approve Memorandum of Understanding #CT3900 with BCK, LLC to promote environmental education, literacy, and awareness.

Financial Impact: None

Attachments: CT3900

MEMORANDUM OF UNDERSTANDING

BCK, LLC
and
National School District

This document will serve as a memorandum of understanding (MOU) that describes the working relationship between BCK, LLC, an environmental educational company, and National School District (NSD), a public school district organized and existing under the laws of the State of California. NSD and BCK may each be referred to herein as a "Party" and collectively as the "Parties."

SUMMARY

National School District serves nearly 4,500 children in grades PreK-6 in National City, CA. The district is comprised of 10 public schools, all of which have partnered with BCK for recycling and environmental literacy education. All BCK activities are aligned to Common Core and Next Generation Science Standards, as well as the United Nations Sustainable Development Goals.

BCK Programs continues to develop student internships to investigate and mitigate environmental challenges in the areas of renewable energy, lunch waste reduction, air quality and campus litter at their school sites. Continuous access to environmental science education is provided throughout National School District to build a connection between National City youth and their environment by delivering hands-on STEM experiences. All activities are provided free of charge for students. Benefits to students include the following:

- Train in relevant job skills in the science and engineering fields to perform tasks related to their site-specific projects.
- Design and implement projects that have direct benefit to schools and cities.
- Practice public speaking to adult audiences relevant to their project's topic of study.

This partnership aligns with the vision of BCK, which is Student internships that create sustainable solutions on campus and in the community, as well as to the Vision, Mission, and Core Values of National School District. BCK and NSD therefore work together to ensure the most effective educational learning experience possible for students taking part in the program, and to promote environmental education, literacy, and awareness throughout the entire school district, with tasks described below.

AGREEMENT

Representatives and Change of Leadership

- NSD Representative. NSD's designated representative shall be Dr. Sharmila Kraft, the Assistant Superintendent of Educational Services, who shall have the authority to act on behalf of the NSD, except to the extent action by the District's Governing Board is legally required.
- BCK Representative. BCK's designated representative shall be Camille Sowinski, BCK Partner, who shall have the authority to act on behalf of BCK.
- Change in Leadership. In the event that leadership changes within either Party to this MOU, NSD and BCK commit to preserving their responsibilities to this program and ensuring that the partnership moves forward without disruption.

Scope and Services

BCK's responsibilities include the following:

- Seek grants and implement programs aligned to environmental literacy vision such as, but not limited to the following:
 - Carton recycling at NSD schools
 - Compost classrooms including the implementation of worm bins
 - Eco literacy classes
- Align all lesson objectives with Common Core and Next Generation Science Standards.
- Develop evaluation process in order to measure the ongoing effectiveness of the program.
- Support the District's education objectives and to provide a representative to serve on future District committee(s).
- Provide adult information and education to showcase program operations and actively engage NSD leadership in the BCK learning experience.
- Uphold the highest standards for safety, equity, inclusion, and accommodation for all NSD students and to openly communicate with NSD regarding any issues or concerns.

NSD's responsibilities include the following:

- Work with the school sites to coordinate environmental literacy programs.
- Provide assistance with evaluation of BCK's programs and access to anonymous student data already collected by NSD, as pertains to student participants in the program.
- Facilitate communication with students and staff at all NSD schools for on-site support, lessons, events and trainings.
- Provide technical assistance and access to professional development opportunities to support the continued improvement of BCK's educational programs.

NSD and BCK mutually agree to:

- Collaborate on grant applications to support any of the following: the expansion of BCK education programs, district-wide environmental literacy education, teacher professional development, and/or other projects as deemed mutually beneficial or aligned with the visions of both organizations.
- Cooperate in studies involving the impact of BCK's program on increasing student academic achievement in science when feasible and the changing attitudes and knowledge of students in environmental stewardship.

- Share data and/or results of studies or evaluations conducted using NSD students pertaining to environmental issues, academic science achievement, including the results of any BCK program evaluations.

General Provisions

- 1) BCK and NSD will maintain liability insurance or self-insurance sufficient to cover the indemnification obligations under this agreement.
- 2) Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.
- 3) All educational materials provided by BCK remain the proprietary and intellectual property of BCK and may not be duplicated or disseminated without express written consent of BCK. Any mention of BCK programs or educational concepts must be credited appropriately to BCK.
- 4) In the event that leadership changes within either party to this MOU, BCK and NSD commit to preserving their responsibilities to this program and to ensuring that the partnership moves forward without disruption.
- 5) Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party.
- 6) The Parties hereby agree that, in the event of any dispute between the Parties relating to this MOU, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if the Parties can agree on a mediator. The cost of mediation shall be shared equally by the Parties. Neither Party waives its rights to adjudicate this MOU in a legal forum.

Term

This agreement shall commence on October 14, 2021 and shall be reviewed and renewed on an annual basis, for a total term of no more than five (5) years, unless terminated earlier as set forth herein.

Amendments

Parties mutually agree to consult regarding amendments or issues to be addressed. The agreement may be modified by written mutual consent.

Termination

Either party may discontinue its participation under this agreement at any time, with or without cause, upon thirty (30) days advance written notice to the other party.

Counterparts

This agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken

together constitute one and the same instrument. Copied or scanned signatures will be deemed to have the same effect as an original.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage, prepaid, addressed to the respective parties as follows:

TO DISTRICT:

National School District
Attn: Dr. Sharmila Kraft
1500 N Ave.
National City, CA 91950

TO NONPROFIT:

BCK, LLC
Attn: Camille Sowinski
765 Normandy Rd.
Encinitas, CA 92024

Governing Law and Compliance with Law

This MOU shall be constructed in accordance with and governed by the laws and decisions of the County of San Diego and the State of California. Both Parties agree to comply with all Federal, State, and local rules, regulations, laws and ordinances in the performance of their respective obligations under this MOU.

Relationship of the Parties

The Parties agree that the relationship created by this MOU is that of independent contractors. Each Party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage and other benefits of any kind, as required by law, for its own employees. OC agrees to indemnify and hold harmless NSD from any claim by an OC employee that he or she is an employee of NSD.

Fingerprinting

BCK shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. BCK's responsibility shall extend to all candidates, interns, employees, program staff, and subcontractors providing services under this MOU, regardless of whether such individuals are paid or unpaid, and/or acting as independent contractors. BCK shall not permit any BCK Party to have any contact with NSD students until BCK has verified in writing to NSD that such Party has not been convicted of a felony, as defined in Education Code section 45125.1. Verification of compliance with this provision shall be provided in writing to NSD prior to each BCK Party's commencement of employment or participation of programs stated herein and prior to permitting contact with NSD's students.

Drug-Free/Smoke Free Policy

No drugs, alcohol, and/or smoking are allowed at any time in any building and/or grounds on NSD property. No persons are to use controlled substances, alcohol, or tobacco on NSD property.

Signatures

In witness whereof the parties have entered into this agreement on the date last written below.

Camille Sowinski
Partner
BCK, LLC
(760) 613-2696
camille@bckprograms.com

Date

Arik Avanesyans
Assistant Superintendent – Business Services
National School District
(619) 336-7742
skraft@nsd.us

Date

Agenda Item: **15.G. Approve Memorandum of Understanding #CT3901 with Olivewood Gardens & Learning Center to promote environmental education, literacy, and awareness.**

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

Quick Summary / Abstract: Approval of this MOU will allow National School District the ability to collaborate with Olivewood Gardens & Learning Center, and its partners, to promote environmental education, literacy, and awareness. Olivewood Gardens & Learning Center will seek grants and implement programs aligned to environmental literacy vision such as, but not limited to the following:

- School garden support
- Staff training
- Garden lesson and resource development

Services will be provided at no cost to the District.

Comments: This partnership aligns with the vision of Olivewood Gardens & Learning Center, which is to inspire students and families to be healthy and active citizens through organic gardening, environmental stewardship, and nutrition education; as well as to the Vision, Mission, and Core Values of National School District. Olivewood Gardens & Learning Center and National School District therefore work together to ensure the most effective educational learning experience possible for students taking part in the program, and to promote environmental education, literacy, and awareness throughout the entire school District.

Recommended Motion: Approve Memorandum of Understanding #CT3901 with Olivewood Gardens & Learning Center to promote environmental education, literacy, and awareness.

Financial Impact: None

Attachments:
CT3901

MEMORANDUM OF UNDERSTANDING

Olivewood Gardens & Learning Center
and
National School District

This document will serve as a memorandum of understanding (MOU) that describes the working relationship between Olivewood Gardens & Learning Center, an environmental educational company, and National School District (NSD), a public school district organized and existing under the laws of the State of California. NSD and Olivewood Garden & Learning Center may each be referred to herein as a "Party" and collectively as the "Parties."

SUMMARY

National School District serves nearly 4,500 children in grades PreK-6 in National City, CA. The district is comprised of 10 public schools, all of which have partnered with Olivewood Garden & Learning Center for environmental literacy education. All Olivewood Garden & Learning Center activities are aligned to Common Core, California State Science Standards and Environmental Literacy framework, as well as the United Nations Sustainable Development Goals.

Olivewood Garden & Learning Center continues to develop student learning on environmental stewardship, sustainable food production that encompasses soil health, planting, harvesting and nutritional health at their school sites. Continuous access to environmental science education is provided throughout National School District to build a connection between National City youth and their environment by delivering hands-on experiences. All activities are provided free of charge for students. Benefits to students include the following:

- Train in relevant job skills in the agricultural, food science, culinary and engineering fields to perform tasks related to their site-specific projects.
- Design and implement sustainable food projects that have direct benefit to schools and cities.
- Practice public speaking to adult audiences relevant to their project's topic of study.

This partnership aligns with the vision of Olivewood Garden & Learning Center, which connects students on campus and in the community, as well as to the Vision, Mission, and Core Values of National School District. Olivewood Garden & Learning Center and NSD therefore work together to ensure the most effective educational learning experience possible for students taking part in the Olivewood Garden & Learning environmental stewardship programs, and to promote education and awareness throughout the entire school district, with tasks described below.

AGREEMENT

Representatives and Change of Leadership

- NSD Representative. NSD's designated representative shall be Dr. Sharmila Kraft, the Assistant Superintendent of Educational Services, who shall have the authority to act on behalf of the NSD, except to the extent action by the District's Governing Board is legally required.
- Olivewood Garden & Learning Center Representative. Olivewood Garden & Learning Center's designated representative shall be Jen Nation, Olivewood Garden & Learning Center Partner, who shall have the authority to act on behalf of Olivewood Garden & Learning Center.
- Change in Leadership. In the event that leadership changes within either Party to this MOU, NSD and Olivewood Garden & Learning Center commit to preserving their responsibilities to this agreement and ensuring that the partnership moves forward without disruption.

Scope and Services

Olivewood Garden & Learning Center's responsibilities include the following:

- Seek grants and implement programs aligned to environmental literacy vision such as, but not limited to the following:
 - Garden and nutritional lessons at NSD schools
 - Garden preparations and maintenance at NSD schools
 - Nutritional literacy classes on school site or at the Olivewood Garden and Learning Center.
- Align all lesson objectives with Common Core and California Science Standards.
- Develop an evaluation process in order to measure the ongoing effectiveness of the program.
- Support the District's education objectives and to provide a representative to serve on future District committee(s).
- Provide adult information and education to showcase programs operations and actively engage NSD leadership in the Olivewood Garden & Learning Center learning experience.
- Uphold the highest standards for safety, equity, inclusion, and accommodation for all NSD students and to openly communicate with NSD regarding any issues or concerns.
- Provide services to NSD schools through Olivewood Garden & Learning Center partners including but not limited to Mundo Gardens, Healthy Day Partners, Fleet Science Center etc.

NSD's responsibilities include the following:

- Work with the school sites to coordinate environmental literacy around sustainable food science and production.
- Provide assistance with evaluation of Olivewood Garden & Learning Center's provide and access to anonymous student data already collected by NSD, as pertains to student participants in the programs.
- Facilitate communication with students and staff at all NSD schools for on-site support, lessons, events and training.
- Provide technical assistance and access to professional development opportunities to support the continued improvement of Olivewood Garden & Learning Center's educational program.

NSD and Olivewood Garden & Learning Center mutually agree to:

- Collaborate on grant applications to support any of the following: the expansion of Olivewood Garden & Learning Center education, district-wide environmental literacy education, teacher professional development, and/or other projects as deemed mutually beneficial or aligned with the visions of both organizations.
- Cooperate in studies involving the impact of Olivewood Garden & Learning Center's program on increasing student academic achievement in science when feasible and the changing attitudes and knowledge of students in environmental stewardship.
- Share data and/or results of studies or evaluations conducted using NSD students pertaining to environmental issues, academic science achievement, including the results of any Olivewood Garden & Learning Center program evaluations.

General Provisions

- 1) Olivewood Garden & Learning Center and NSD will maintain liability insurance or self-insurance sufficient to cover the indemnification obligations under this agreement.
- 2) Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.
- 3) All educational materials provided by Olivewood Garden & Learning Center remain the proprietary and intellectual property of Olivewood Garden & Learning Center and may not be duplicated or disseminated without express written consent of Olivewood Garden & Learning Center. Any mention of Olivewood Garden &

Learning Center or educational concepts must be credited appropriately to Olivewood Garden & Learning Center.

4) In the event that leadership changes within either party to this MOU, Olivewood Garden & Learning Center and NSD commit to preserving their responsibilities to this agreement to ensure that the partnership moves forward without disruption.

5) Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party.

6) The Parties hereby agree that, in the event of any dispute between the Parties relating to this MOU, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if the Parties can agree on a mediator. The cost of mediation shall be shared equally by the Parties. Neither Party waives its rights to adjudicate this MOU in a legal forum.

Term

This agreement shall commence on October 14, 2021 and shall be reviewed and renewed on an annual basis, for a total term of no more than five (5) years, unless terminated earlier as set forth herein.

Amendments

Parties mutually agree to consult regarding amendments or issues to be addressed. The agreement may be modified by written mutual consent.

Termination

Either party may discontinue its participation under this agreement at any time, with or without cause, upon thirty (30) days advance written notice to the other party.

Counterparts

This agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken to Olivewood Garden & Learning Center either constitute one and the same instrument. Copied or scanned signatures will be deemed to have the same effect as an original.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage, prepaid, addressed to the respective parties as follows:

TO DISTRICT:

National School District
 Attn: Dr. Sharmila Kraft
 1500 N Ave.
 National City, CA 91950

TO NONPROFIT:

Olivewood Gardens & Learning Center
 Attn: Jen Nation
 2525 N Avenue
 National City, CA 91950

Governing Law and Compliance with Law

This MOU shall be constructed in accordance with and governed by the laws and decisions of the County of San Diego and the State of California. Both Parties agree to comply with all Federal, State, and local rules, regulations, laws and ordinances in the performance of their respective obligations under this MOU.

Relationship of the Parties

The Parties agree that the relationship created by this MOU is that of independent contractors. Each Party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage and other benefits of any kind, as required by law, for its own employees. Olivewood Garden & Learning Center agrees to indemnify and hold harmless NSD from any claim by an Olivewood Garden & Learning Center employee that he or she is an employee of NSD.

Fingerprinting

Olivewood Garden & Learning Center shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Olivewood Gardens' responsibility shall extend to all candidates, interns, employees, Olivewood Garden & Learning Center staff, and subcontractors providing services under this MOU, regardless of whether such individuals are paid or unpaid, and/or acting as independent contractors. Olivewood Garden & Learning Center shall not permit any Olivewood Garden & Learning Center Party to have any contact with NSD students until Olivewood Garden & Learning Center has verified in writing to NSD that such Party has not been convicted of a felony, as defined in Education Code section 45125.1. Verification of compliance with this provision shall be provided in writing to NSD prior to each Olivewood Gardens Party's commencement of employment or participation of program stated herein and prior to permitting contact with NSD's students.

Drug-Free/Smoke Free Policy

No drugs, alcohol, and/or smoking are allowed at any time in any building and/or grounds on NSD property. No persons are to use controlled substances, alcohol, or tobacco on NSD property.

Signatures

In witness whereof the parties have entered into this agreement on the date last written below.

_____	Date	_____
Jen Nation Partner Olivewood Gardens & Learning Center (619)434-4281 jen@olivewoodgardens.org		

_____	Date	_____
Arik Avanesyans Assistant Superintendent – Business Services National School District (619) 336-7717 aavanesyans@nsd.us		

Agenda Item: **15.H. Approve contract #CT3894 with Olivewood Gardens & Learning Center to provide garden support to National School District for the 2021- 2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District garden support, hands-on environmental education, and extended learning opportunities for preschool through sixth grade students at all ten schools during the 2021-2022 school year.

Services include but are not limited to:

- Two (2) full-time staff to work in partnership with District leadership and school administrators to maintain school gardens.
- Refinement and implementation of inquiry-based garden and nutrition lessons for preschool through sixth grade students.
- Coordination of services between Olivewood Gardens, schools, and stakeholder groups (school garden clubs, REACH, parent leadership, Healthy Day Partners, Mundo Gardens, BCK Programs, and Ocean Connectors etc.).
- Support teacher training aligned to State science standards (NGSS) lessons focused on garden and nutrition education.

Recommended Motion: Approve contract #CT3894 with Olivewood Gardens & Learning Center to provide garden support to National School District for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$70,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund-LCAP

Attachments:
CT3894

Fund	Res	Goal	Function	Object	Site
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Contract No. CT3894

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

Olivewood Gardens and Learning Center	2525 N Avenue	
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. Olivewood Gardens and Learning Center will hire two (2) full-time staff to work in partnership with district leadership and school administrators to maintain school gardens and provide educational support, curriculum, and resources for school garden education.
See scope of work for further details.

2. Term. Contractor shall commence providing services under this Agreement on October 14, 2021, and will diligently perform as required and complete performance by August 31, 2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seventy Thousand Dollars (\$70,000). District shall pay Contractor according to the following terms and conditions: Billed on a quarterly 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: Contractor will work in partnership with district on procurment of soil, seeds, and plants for school gardens.
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: Contractor will work in partnership with district on procuring materials needed to grow a healthy garden - including soil, seeds, and plants.

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

8. Confidentiality and Use of Information.
 - (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|--|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>2525 N Avenue</u>
<u>National City, CA 91950</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 14 day of October, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Asst. Superintendent, Business Services
Title

Board Approval Date: _____

Signature of Authorized Agent

Jen Nation
Typed Name

Social Security or Taxpayer I. D. No.

619-434-4281
(Area Code) Telephone Number

National School District and Olivewood Gardens Scope of Work 2021-2022

Objective: In partnership with National School District (NSD), Olivewood Gardens will provide garden support, hands-on environmental education, and extended learning opportunities for elementary school students at all ten NSD schools during the 2021 - 2022 School Year.

Vision: Support the District's vision of building global citizens by engaging students in self-discovery and problem solving through environmental stewardship activities. Engage student interest in a systems approach to sustainable food production that encompasses soil health and composting, seed germination, planting, harvesting, cooking, and preparing nutritious recipes. Develop student understanding and curiosity of where their food comes from, prepare and eat healthy snacks, and provide an opportunity for students to make nutritional choices.

Phase I. Hiring and Training Staff: Olivewood Gardens will provide NSD with two full-time garden support staff to maintain the school gardens and support educational activities at the gardens. Next steps include:

- Approve and finalize job description for NSD School Garden Educator
- Recruit, interview, and hire two full-time staff
- One F/T position to support monthly garden lessons and activities (start mid-end of September)
- One F/T position to maintain the school gardens on a bi-weekly basis (start mid-end of September)

Phase II. Garden Preparation at all Schools: This includes conducting garden needs assessments based on the current status of each school garden, purchasing initial supplies and materials for all ten school sites, and preparing the garden for use including improvements to existing structures, soil, and irrigation.

- Timeline: By October 15, 2021

Phase III. Refine the Curriculum: Work with partner organizations and NSD administrative staff to refine and design inquiry-based, robust, and easy to follow school garden and nutrition lessons for K- 6th grade students.

- NSD Administration and Principal Approval of Curriculum: By October 31, 2021

Phase IV. Maintenance of the Gardens: Olivewood Gardens staff will work with School Garden Clubs, REACH, teacher advocates, interested parents, and partners including Healthy Day Partners, Mundo Gardens, BCK Programs, and Ocean Connectors among others to provide an ongoing maintenance schedule and strategy for each school's garden.

Phase V. Garden and Nutrition Programming: Olivewood Gardens Support Staff will support and lead ongoing garden and nutrition programming for students over the School Year. Olivewood Gardens Support Staff will also provide one teacher training with fun and interactive NGSS aligned lessons focused on garden and nutrition education at the school gardens.

Deliverables and Learning Outcomes:



- Deliverables:
 - School Gardens are maintained at all 10 school sites
 - Each school completes at least one garden-based project
 - All students participate in at least one garden lesson per quarter
 - All students prepare at least one healthy meal
 - Outcomes:
 - Environmental Literacy:
 - Students increase their connection to nature/the outdoors
 - Students appreciate and respect the natural world
 - Students are empowered to lead environmental stewardship and equitable food systems initiatives
 - Students learn how to grow food
 - Students have a greater understanding of the science of gardening
 - Nutrition and Health
 - Students learn how to prepare a healthy meal
 - Students increase their consumption of fruits and vegetables
 - Students become more adventurous eaters
 - Students improve their mental and physical well-being
 - Academic Skills:
 - Students build skills in science, reading, writing, math, and engineering

Public Relations. Share stories and testimony of garden education impacts

- Create a mission statement or slogan for public outreach
- Use social media to share school garden achievements/successes
- Present school garden activities at Board meetings
- Work with Tracks to develop 1 story per quarter about NSD's school gardens

4th Grade Field Trip Schedule at Olivewood Gardens: 4th grade students would attend three Olivewood Gardens field trips in Fall, Winter and Spring during the 2021-2022 School Year. Field trips at Olivewood take place on Mondays, Tuesdays, and Wednesdays from 9am - 11:30am.

Possible Field Trip Dates:

- Fall 2021
 - September 7-22
 - October 11- 27
 - November 1-17
 - December 1-15
- Winter/Spring 2022
 - January 18-31
 - February 1-28 (except 2/21)
 - March 1-9
 - April 11-27
 - May 9-11



*May dates may vary depending on testing days. All dates are based on the 2021-2022 NSD School calendar. The above dates are currently open to schedule in person field trips for all 10 schools. Some dates may be subject to change. Field trips are scheduled rain or shine.

Covid-19 Protocol: In order to maintain a safe learning environment, all visitors and Olivewood Gardens Staff will be required to wear masks while on the property. Handwashing stations are located throughout the Olivewood Gardens property and will be used before and after each lesson. Surfaces and materials will be thoroughly sanitized, hand sanitizer will be located throughout the property, gloves will be provided for outdoor cooking classes, and social distancing will be maintained during all activities. During their visit, students will rotate through two sessions: one focused on hands-on nutrition and the second focused on gardening lessons. These two rotations will include no more than 15 students per group. Additionally, Olivewood Gardens Staff will be required to show either proof of vaccination or get tested regularly for Covid-19.



Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Conduct a public hearing for the Collective Bargaining Agreements with the National City Elementary Teachers Association (NCETA), in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: The District has proposed to give all National City Elementary Teachers Association (NCETA) members a 3.0% on-schedule salary increase, a 1.5% off-schedule one-time payment for data teams, and an increase to the health and welfare benefits cap to \$15,280.

Comments: This public hearing is to review the cost of the Tentative Agreement between the Board of Education and National City Elementary Teachers Association (NCETA), effective July 1st, 2021, pending AB 1200 approval by the San Diego County Office of Education and ratification by the National City Elementary Teachers Association (NCETA).

Financial Impact: General Fund and Child Development Fund:

2021-22: \$1,638,070

2022-23: \$1,220,859

2023-24: \$1,218,903

Attachments:
AB1200 NCETA

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

National School District

Name of Bargaining Unit: NCETA Certified: x Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2021 Ending: 6/30/2023

This agreement will be acted upon by the Governing Board at its meeting on: 10/13/2021
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021- 2022		Year 2 2022 - 2023		Year 3 2023 - 2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$23,968,821.00	\$0.00	0.00%	\$13,374.60	0.06%	\$13,623.37	0.06%
2. Salary Schedule - Increase (Decrease)	\$23,968,821.00	\$719,064.63	3.00%	\$719,064.63	2.91%	\$719,064.63	2.83%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$23,968,821.00	\$370,318.28	1.55%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$5,150,971.54	\$234,111.66	4.55%	\$173,368.37	3.22%	\$171,229.19	3.08%
5. Health/Welfare Benefits - Increase (Decrease)	\$3,841,320.00	\$269,000.00	7.00%	\$269,000.00	6.54%	\$269,000.00	6.14%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$32,961,112.54	\$1,592,494.57	4.83%	\$1,174,807.60	3.40%	\$1,172,917.19	3.28%
7. Total Number of Represented Employees	269.00	269.00		269.00		269.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$122,532.02	\$5,920.05	4.83%	\$4,367.31	3.40%	\$4,360.29	3.28%

Impact on other Funds: Child Development Fund - \$45,575 for Current Year, \$46,051 for Year 2, and \$45,986 for Year 3

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

The District has proposed to give a 3% cost-of-living adjustment to all of the certificated employees. Also, the District has proposed to give one-time additional compensation in the equivalent of 1.5% of their base compensation in December 2021 (0.75%) and June 2022 (0.75%). In addition, the District has proposed to increase its annual maximum contribution per eligible full-time employee for Health & Welfare benefits from \$14,280 to \$15,280.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

There are no changes in non-compensation items.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no impacts on instructional/support programs to accommodate the settlement.

Revised 07/04

Revised: 06/06

D. What contingency language is included in the proposed agreement?
Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

For the 2022-23 school years, Article 14 (Health and Welfare Benefits) and Article 15 (Salaries) will be automatically reopened, and each party may choose to reopen two articles of their choice.

E. Source of Funding for Proposed Agreement

1. Current Year

General Fund (LCFF base funds) for a 3% cost-of-living adjustment and Health & Welfare Benefits and Expanded Learning Opportunities Grant for a 1.5% of one-time compensation

2. How will the ongoing cost of the proposed agreement be funded in future years?

General Fund (LCFF base funds)

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

General Fund (LCFF base funds)

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$82,351,041.00
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,827.90
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,470,531.23

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

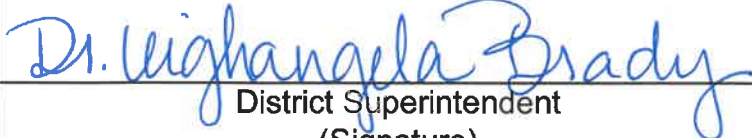
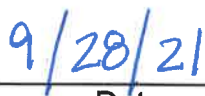


a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$20,575,134.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$20,575,134.00

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

 _____ District Superintendent (Signature)	 _____ Date
 _____ Chief Business Official (Signature)	 _____ Date

Contact Person: Erina Cowart Telephone No.: 619-336-7714

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 12/14/2021
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (09/08/21)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	57,901,063	0	0	57,901,063
Remaining Revenues (8100-8799)	21,990,489	0	0	21,990,489
TOTAL REVENUES	79,891,552	0	0	79,891,552
EXPENDITURES:				0
1000 Certificated Salaries	30,229,406	719,065	0	30,948,471
2000 Classified Salaries	10,877,372	0	0	10,877,372
3000 Employee Benefits	20,376,345	154,529	0	20,530,874
4000 Books and Supplies	4,500,815	0	0	4,500,815
5000 Services and Operating Expenses	15,089,873	0	0	15,089,873
6000 Capital Outlay	113,414	0	0	113,414
7000 Other	290,222	0	0	290,222
TOTAL EXPENDITURES	81,477,447	873,594	0	82,351,041
OPERATING SURPLUS (DEFICIT)	(1,585,895)	(873,594)	0	(2,459,489)
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,585,895)	(873,594)	0	(2,459,489)
BEGINNING BALANCE	23,403,064	0	0	23,403,064
CURRENT YEAR-ENDING BALANCE	21,817,169	(873,594)	0	20,943,575
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	0	0	0	0
Restricted (9740)	368,441	0	0	368,441
Committed (9750/9760)	0	0	0	0
Assigned (9780)	19,004,405	(899,802)	0	18,104,603
Reserve Economic Uncertainties (9789)	2,444,323	26,208	0	2,470,531
Unassigned/Unappropriated (9790)	0	0	0	0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:
 The District's annual maximum contribution increase per eligible full-time employee for Health & Welfare benefits and the one-time compensation of a 1.5% of the base compensation have been included in the budget approved by the Governing Board on 9/8/2021.

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Agenda Item: **16.B. Approve the Tentative Agreement between the National City Elementary Teachers Association and the Governing Board of National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: The District and the National City Elementary Teachers Association (NCETA) have been involved in negotiations for the 2021-2022 school year. Parties reached an agreement on August 16, 2021.

NCETA unit members ratified this agreement on August 27, 2021. The Tentative Agreement is attached.

The total costs for the 3% salary increase, health and welfare District cap increase, and 1.5% one-time bonus are as follows.

General Fund (Fund 01): \$1,592,495

Child Development Fund (Fund 12): \$59,260

Recommended Motion: Approve the Tentative Agreement between the National City Elementary Teachers Association and the Governing Board of National School District for the 2021-2022 school year.

Financial Impact: The total costs for the 3% salary increase, health and welfare District cap increase, and 1.5% one-time bonus are as follows:
General Fund (Fund 01): \$1,592,495
Child Development Fund (Fund 12): \$59,260

Attachments:
Tentative Agreement/NCETA August 16, 2021

Tentative Agreement Package Proposal from NSD to NCETA
to fully settle negotiations for the 2021-2023 successor agreement

August 16, 2021

ARTICLE 6

HOURS OF EMPLOYMENT

1. **Unit Member Work Year**

- A.** The number of duty days for members of the unit shall be one hundred eighty-five (185) days beginning with the 2013-2014 school year. The last duty day of the school year for unit members shall be the last day of instruction for students in the school year.
- B.** Prior to the first day of instruction, three (3) duty days shall be set aside for the purposes of District-sponsored orientation, faculty meetings, and room preparation. An equivalent of at least two (2) of these days shall be set aside for uninterrupted room preparation.
- C.** The work year shall include not more than two (2) professional growth days.
- D.** The number of duty days for preschool teachers shall be one hundred eighty-one (181) days.
- E.** The work calendar shall be determined by the District and shall be very closely aligned with the work calendar of the Sweetwater Union High School District. The term “very closely aligned” means that the instructional days shall be on the same dates, major breaks shall be on the same dates, and the starting and ending dates shall be within five (5) work days of the work calendar of the Sweetwater Union High School District. The District will give the Association an opportunity to provide input before taking final action on the work calendar.

2. Unit Member Duty Day

- A. The length of the duty day, which includes a forty (40) minute duty free lunch shall be seven (7) hours and fifteen (15) minutes. The regular duty day is currently scheduled to begin at 8:00 a.m. and end at 3:15 p.m.
- B. School site administrators shall make a good faith effort to minimize student supervision by classroom teachers during recess time through the utilization of site resources. Until such time, the site administrator shall arrange for a ten (10) minute rest period for any unit member who has scheduled recess duty.
- C. 1. After consultation with the school staff, the workday schedule for each school site will be designed by the site administrator. 2. Unit members who are required to travel between sites shall be allocated reasonable time (i.e. to arrive safely and have appropriate time to set up materials). Travel time shall not infringe upon duty free lunch.
- D. A unit member shall be entitled to utilize up to twelve (12) occasions during non-instructional time each school year upon notification to the principal or designee. This provision shall not diminish the authority of an administrator to require attendance at scheduled District and site functions. The unit member may use these occasions for leaving early, after the safe dismissal of his/her students, or arriving late, during non-instructional time. Should an occasion be taken in the morning, when the unit member shall arrive late, the unit member shall notify the principal or designee the day prior and sign the appropriate log. The unit member shall arrive at the school site fifteen (15) minutes prior to the commencement of their instructional day. Support staff may utilize occasions for time periods of up to forty (40) minutes during their non-instructional time. However, support staff may also utilize occasions during early release teacher planning and preparation Thursdays. A unit member may take an occasion during the first and second trimester parent conference periods, as referenced in Section 6.2.0, if evidence has been submitted by the unit member that all required parent conferences have been scheduled.
- E. The immediate supervisor may permit a unit member participating in district or school sponsored events, other than staff development activities, that begin after that member's duty day to leave the building site after the safe dismissal of his/her class.
- F. Staff meetings shall not be held more than once a week, except for extenuating circumstances that are beyond the control of the site administrator who deems it necessary to meet before the next regularly scheduled meeting.

- G. Site administrators may extend unit member dismissal time to fifteen (15) minutes for either staff development or staff meetings. Notification shall be given in writing to each unit member no later than five (5) working days prior to the meeting. The extensions shall be only once per month, within the twelve (12) hours per work year, as provided for in Section 2.1, and shall not exceed two (2) hours per work year.
- H. When necessary, unit members may be required by their immediate supervisor to perform teaching-related duties outside the duty day, including but not limited to, staff-parent meetings, back-to-school night, open house, educational field trips, guidance assistance to pupils, and parent-teacher conferences. In no event will a unit member be required to serve more than twelve (12) hours per work year in these capacities, nor more than two (2) hours per workweek.
- I. All unit members shall initial a sign-in sheet on arrival and again on departure from the school.
- J. A unit member, performing District requested services beyond his/her regular contract period shall be compensated in accordance with Article 15, Section 6.
- K. The site administrator shall consult with the school staff in establishing activities for non-instructional hours.
- L. The District will adhere to the minimum annual number of instructional days as defined by California Education Code regulations. The daily number of instructional minutes shall be as follows:

<i>Transitional Kindergarten</i>	<i>300 minutes</i>
<i>Kindergarten</i>	<i>300 minutes</i>
<i>Grades 1-6</i>	<i>300 minutes</i>

The full-day transitional kindergarten and kindergarten programs shall take into consideration the developmental needs of TK/kindergarten students, including, but not limited to, developmentally appropriate activities, small group instruction, multi-modal interactions, etc. The District and school sites shall make every effort to provide assistance for small group instruction to facilitate a quality program.
- M. Notwithstanding provision L, the District has implemented a weekly schedule wherein the number of instructional minutes for four days is increased and the number of instructional minutes for one day is decreased in order to have one minimum student attendance day per week. Any such modified weekly schedule shall not increase the total number of instructional minutes on a weekly basis calculated pursuant to Provision L. The designated minimum student attendance days will be utilized as follows:

1. Except as otherwise stated herein, there shall be thirty-seven (37) minimum days during the school year. The District and Association shall consult to the calendar of minimum days. Eleven (11) such minimum days per school year shall be mandatory District-wide or mandatory school site meetings. Ten (10) minimum days per school year shall be used for collaboration time for staff to plan their grade level curriculum to improve student performance. Each principal will consult with their teachers to determine the collaboration focus. Collaboration days will be dedicated to on-site team planning and preparation as determined by unit members in collaboration with their site supervisors. This applies to all unit members regardless of their assignment and position. Collaboration days will be calendared separately from district/school site days and teacher days. The parties agree that this provision shall not infringe on the District's ability to provide the required instructional minutes for a school year. In the event the number of minimum days needs to be modified for this reason, the parties agree to consult.
 2. Sixteen (16) such minimum days shall include only individual teacher planning and preparation. On four of these days, as calendared by the District annually, the individual teacher and planning and preparation will occur on campus.
 3. The Leadership Team and administrator at each site will meet at least twice annually to develop, implement, and evaluate the local school planning meetings.
- N. Teachers in grade Transitional Kindergarten, Kindergarten and 1, 2, & 3 will receive the following to be used in preparation of their report cards: the choice of one (1) substitute day, or a stipend equal to the cost of a substitute, for the first reporting period. Teachers in grades 4, 5, & 6 will receive the following to be used for the preparation of report cards: the choice of two (2) substitute days, or a stipend equal to the cost of a substitute, for the first reporting period and the choice of one (1) substitute day, or a stipend equal to the cost of a substitute, for the second reporting period. Teachers responsible for issuing progress reports for Special Education shall receive the choice of two (2) substitute days, or a stipend equal to the cost of substitute, for the first reporting period and the choice of one (1) substitute day, or a stipend equal to the cost of a substitute, for the second reporting period. Each year, teachers will notify their site principal in writing, in advance of each parent conference/reporting period, as to their choice of a substitute or stipend. Substitute days for this purpose will be scheduled by the District and must be used ten (10) days prior to and/or during the District designated reporting period and are not cumulative. If, through no fault of the District or the teacher, a substitute teacher is not available to cover for a scheduled substitute day, then the teacher will receive a stipend equal to the cost of the substitute. The teacher must first report to work and after a substitute has arrived, the teacher has the option to work on or off campus in a confidential, non-public setting.

For TK-6 teachers one (1) of the District's Thursday (minimum day) will be allocated for preparation of report cards during the third reporting period.

- O. Parent Conferences. During the first trimester parent conference period, the instructional day shall be reduced by ninety (90) minutes each day for five days, not including early dismissal Thursdays, to enable teachers to conduct parent conferences for all students. During the second trimester parent conference period, the instructional day shall be reduced by sixty (60) minutes each day for five (5) days, not including early dismissal Thursdays, to enable teachers to conduct parent conferences. During the first parent conference/reporting period teachers will conduct conferences for all students. During the second parent conference/reporting period, all parents will be informed of the opportunity to request a conference. Teachers will arrange conferences with those parents of students in grades 4–6, as determined by assessments selected by the District. For grades TK–3, teachers will arrange conferences with those parents of students not yet meeting end-of-the-year grade level standards in most areas.
- P. Teachers whose substitute arrives fifteen (15) minutes later than the beginning of the job assignment (per Substitute Finder System, currently AESOP) will be re-credited accordingly in fifteen (15) minute increments.
- Q. Certificated unit members teaching in SDC Preschool shall be entitled to the same amount of planning, preparation, and collaboration time as other certificated SDC teachers. Scheduled blocks of non instructional time shall be used for IEP meetings and case management. The Director of Student Support Services, in collaboration with SDC Preschool teachers will develop the daily schedule. No Preschool SDC teacher who teaches both a morning and afternoon preschool class will be required to conduct walk-on assessments.

ARTICLE 10

CLASS SIZE

1. The Board shall strive to maintain a Preschool class size of twenty-four (24) pupils with a ratio of one (1) adult for each eight (8) pupils.
2. Commencing in 2010-2011 Class Size shall not exceed 30:1 for grades TK - 3 and 33:1 for grades 4 – 6. However, for the 2016-2017 school year, the 2017-2018 school year and the 2018-2019 school year TK-3 class size shall not exceed 24:1 as long as the State of California continues to fund class size at 24:1 for TK-3 through Grade Span Funding in the Local Control Funding Formula for the 2014-2015 and the 2015-2016 school years. The funding from the State of California for Grade Span Funding must be equal to or exceed the amount received from the District in the 2013-2014 school year.
3. In the event that class sizes for grades 4, 5, and 6 contained in Section 2 are exceeded for a building site for five (5) duty days, exclusive of the conditions in Section 5, the teacher shall be entitled to compensation at the rate of \$10.00 per child for as long as said child/children remain in the class. A class may not have thirty-four (34) children for more than twenty (20) days per school year. No class shall exceed thirty-four 34 children at any time. In the event that class size reduction program participation in any grades K-3 is discontinued, this provision shall also pertain to those grades.
4. Each classroom teacher in grades 4, 5, & 6 shall be responsible for monitoring his/her classroom. Any teacher, whose class size exceeds the maximums stated in Section 2, shall notify the principal, in writing, on the days that occurs. On the 6th duty day, after the written notice has been forwarded to the principal, said teacher shall be entitled to \$10.00 per child, per day for as long as the model in Section 2 is exceeded. In the event that class size reduction program participation in any grades K-3 is discontinued, this provision shall also pertain to those grades.
5. The class sizes contained in Section 2 do not apply to special Education classes or teachers. Special Education classes shall be maintained as follows:
 - a. Students with emotional disabilities 1:8
 - b. Special Day classes not to exceed 1:14
 - c. No Special Day class shall be composed of more than one-third (1/3) of students with emotional disabilities.
 - d. All other Special Education classes shall be determined in accordance with state-mandated policies/laws.

- e. Students being mainstreamed into classrooms for less than one-half (1/2) of the school day shall not count as part of the student ratio in that class. However, the primary grade class size maximum and the upper grade maximum shall not be exceeded at any time unless the principal determines it is necessary to exceed the maximum to accommodate a special education student into the general education setting. If the maximum is exceeded for this reason, the classroom teacher will receive ten dollars (\$10) daily per child.
6. Prior to the start of the school year, principals will balance the distribution of students identified to receive special services among the classrooms to lessen the impact on any individual classroom.
7. Any students being placed into classrooms other than the regularly assigned classroom for either language arts or math shall not exceed the primary grade class size maximum and the upper grade maximum at any time.
8. A unit member may volunteer to provide class coverage for a temporarily absent teacher when no substitute is available and be compensated at an additional sixty dollars (\$60) for each day coverage is provided. If a unit member volunteers to provide such class coverage, the principal may place eight (8) students in the unit member's classroom for the day. No unit member will be required to provide class coverage under this section.

ARTICLE 14

HEALTH AND WELFARE BENEFITS

1. Effective July 1, 2021 the District's annual maximum contribution per eligible full-time employee to pay insurance premiums for employee selected medical, dental, vision care and life insurance premiums shall be \$15,280. This maximum contribution or maximum cap of District contribution may be increased only as the result of future negotiations between the District and the Association. If the costs exceed the specific maximum contribution by the District at any time during the school year, or any subsequent school year, for any eligible full-time employee, the amount over the specific maximum contribution will be automatically deducted from the paychecks of the employee except as provided expressly under the possible "pool" concept set forth in provision 3.

Employees who work less than full-time but who have a regular assignment of at least fifty percent (50%) or more are also eligible for the health and welfare benefits specifically referenced

above, but the District shall contribute only a maximum amount equal to a pro-rata amount of the District's annual maximum contribution (indicated in the above paragraph) per eligible full-time employee. If the costs exceed the specific maximum contribution or maximum cap by the District at any time during the school year, or any subsequent school year, for any eligible less than full-time employee, the amount over the specific maximum contribution will be automatically deducted from the paychecks of the employee except as provided expressly under the possible "pool" concept set forth in provision 3.

ARTICLE 15

SALARIES

1. Salaries

A. Effective July 2021, all unit member salary schedules will be increased by three (3%) percent.

B. In the 2021-22 school year only, to assist unit members with the transition to a reduced amount of data teams, the District will provide unit members with one-time additional compensation in the equivalent of 1.5% of their base compensation. To receive this compensation, the unit member must complete a sign-in sheet each month verifying that they contributed to data teams. This payment will be provided in the December and June warrants. This additional compensation will expire at the end of the 2021-22 school year, absent mutual agreement by the parties.

ARTICLE 24

SUPPORT PERSONNEL AND ENRICHMENT TEACHERS

2. Enrichment Teachers

- A. No change
- B. No change
- C. Enrichment Wheel teachers will continue to be responsible for providing instruction in the subjects authorized by their Multiple Subject Teaching Credential. The program focus will continue to be Music, Art, Drama, Physical Education and Technology, but may change based on need. In the event that such changes occur, the District will provide advance notice to NCETA to ensure sufficient time to consult, and if requested by NCETA, negotiate effects within the scope of representation prior to implementing.
- D. Enrichment Wheel teacher class sizes will follow Article 10, *Class Size*.
- E. Enrichment Wheel teachers will be assigned times in equitable blocks as needed by the instructional schedule in effect each school year. The District will provide Enrichment Wheel teachers with appropriate transition time between classrooms and school sites. Enrichment Wheel Teachers workload shall be equitably distributed. To the extent possible, Enrichment make-up days shall be scheduled on the following non-wheel day and Enrichment Wheel travel shall be equitable.
- F. Enrichment Wheel Teachers will be assigned to a cohort of no more than four (4) schools. Enrichment Teachers will rotate between the cohort of schools on a weekly basis.
- G. School sites will provide a designated classroom for Enrichment Wheel Teachers to store their school supplies and personal items. In the event there is not a vacant classroom, Enrichment Teachers will be provided a suitable alternative.
- H. The Assistant Superintendent of Educational Services or a designee from the Educational Services Department will be responsible for the Enrichment Wheel Teacher's evaluation, which shall be made in accordance with Article 11, *Evaluation*.
- I. Enrichment Wheel Teachers shall have the equivalent time as other teachers for preparation, and collaboration as outlined in Article 6, *Hours of Employment*.
- J. The parties agree that it is in their mutual best interests for Enrichment Wheel Teacher workloads to be commensurate with their assigned hours. In the event that an Enrichment Wheel Teacher's schedule includes excess non-instructional duty time or non-wheel days, the District may assign the teacher to the following types of duties.
 - Class coverage – in case of emergency
 - IEP meetings
 - Assessments
 - Grade/level collaboration/subject level collaboration
 - RTI

- Assistance with Special Education release time for IEP meetings or assessments
- District trainings

The District will provide Enrichment Wheel Teachers with as much advance written notice as possible prior to assigning these duties. Except in cases of emergency, the District will provide at least one (1) day written notice for any such duties requiring planning and preparation.

- K. The parties agree that Enrichment Wheel Teachers have the same rights as other teachers to take appropriate disciplinary action in accordance with Article 9.7.

**Memorandum of Understanding
Between
National City Elementary Teachers Association
and
NATIONAL SCHOOL DISTRICT**

For Summer School

August 16, 2021

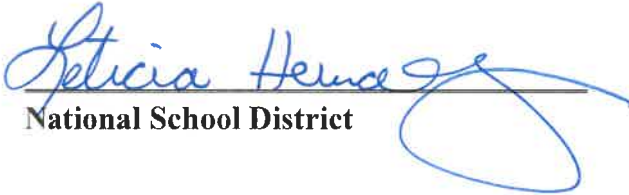
1. For the 2020-2021, 2021-2022, 2022-2023 school years, all intersession/summer school/extended year salaries will be at the per diem rate divided by 6.58, and multiplied by the number of hours worked as established in the salary schedule appendices of the agreement between National School District and the National City Elementary Teachers Association.

Term of Agreement

This Agreement is effective July 1, 2021, and shall remain in full force and effect through June 30, 2023. In the final year of this Agreement, either party must notify the other by no later March 1, 2024 of its intent to modify, amend or terminate the Agreement. Following notification of intent to modify or amend this Agreement, the parties will sunshine their initial proposals to the Board for sunshining, and then meet and negotiate a successor Agreement.

Article 18

2. For the 2022-23 school years, Article 14 (Health and Welfare Benefits) and Article 15 (Salaries) will be automatically reopened, and each party may choose to reopen ~~one~~ two articles of their choice. In addition, either party may choose to reopen Article 6 and Article 24 . The parties will present their initial proposals for sunshining by no later than the Board's regular meeting scheduled in March 2022, unless they mutually agree to an extension.



National School District

8/16/21
Date



National City Elementary Teachers Association

8/16/21
Date

Board Approval:

Agenda Item: **16.C. Approve Teacher of the Year qualifications and nomination criteria for the 2021-2022 school year.**

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

Quick Summary / Abstract: A District Employee of the Year Joint Recognition Planning Committee will be formed to review the selection process for this honor. Based on committee recommendations, school site committees will only forward nominees for District Teacher of the Year recognition who are willing to continue and fully participate in the selection process. The District Teacher of the Year Selection Committee will conduct classroom observations and personal interviews of those nominees who are chosen as finalists only. The District Teacher of the Year and all finalists will be honored at a Governing Board meeting in May 2022.

Comments: Materials will be distributed to all personnel to nominate a District Teacher of the Year. The campaign seeks to identify exceptionally skillful and dedicated teachers and honor them for their contributions to education. Each school site in the National School District will form a Teacher of the Year School Site Committee to review nominations and forward up to two nominees to the Districtwide Selection Committee for District Teacher of the Year. The District Selection Committee will then select a District Teacher of the Year.

Recommended Motion: Approve Teacher of the Year qualifications and nomination criteria for the 2021-2022 school year.

Attachments:
Teacher of the Year Criteria

2022 Teacher of the Year Criteria

Qualifications:

1. Minimum of **eight** (8) years teaching in the National School District.
2. Major responsibilities include direct contact with students (administrative and supervisory personnel are ineligible).
3. Possession of teaching credential for any level between preschool and sixth grade.
4. Must continue to teach next school year (i.e., no plans for retirement or to work in administration.)

The candidate recommended for the County Teacher of the Year should be able to:

- Comment orally and in writing, both in person and through various media, on current issues and challenges that confront the educational community;
- Respond meaningfully, thoughtfully, and concisely to the many concerns that may be raised in public forums, concerns that may range from something as specific as how to resolve a playground argument, to issues of statewide impact such as credentialing requirements;
- Explain specific programs, instructional strategies, or activities they have developed or contributed to, how those efforts benefited students, and how the experiences can be helpful in other schools and to other teachers;
- Conduct demonstration lessons, acting as resource for fellow teachers and contributing to recruitment efforts.

Within this context, the selection committee will examine, in a balanced, critical, thoughtful, impartial, and fair manner:

- Personal growth, e.g., collegiate-level education, professional development activities, in-service training, and record of teaching and related experience.
- Commitment, e.g., efforts to help teaching colleagues enhance and improve their skills and strategies, involvement in educational development activities in the school and beyond, and participation in civic and community affairs;
- Personal attributes, e.g., the abilities to lead and to be an effective participant in group activities, creativity in approaching problems and challenges, and proficiency at communicating ideas clearly, concisely, and effectively;
- Professional skills, e.g., accomplishing a program of instruction based on school objectives, district goals, and state curriculum frameworks; using appropriate instructional techniques, methods, and materials to fulfill teaching objectives; providing timely and accurate assessments of student progress toward stated objectives; communicating student progress in a positive manner; employing appropriate techniques of classroom management that promote a suitable learning environment; modeling to students and parents belief in the equity of students regardless of gender, religious preference, or racial, ethnic, or linguistic background; assisting students in developing effective interpersonal skills and positive self-images; and meeting a wide range of professional responsibilities for self-development and for the development of the educational community.

Agenda Item: **16.D. Approve Classified Employee of the Year qualifications and nomination criteria for the 2021-2022 school year.**

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

Quick Summary / Abstract: Each year, one classified employee is selected to be honored as Classified Employee of the Year. This employee is recognized at a Governing Board meeting and represents the National School District at the San Diego County Office of Education competition for County Classified Employee of the Year.

Comments: The Governing Board of the National School District is eager to honor outstanding classified employees. Employees will be selected from the classified employee categories of Child Nutrition Services, Maintenance and Operations, Instructional Assistants, Transportation Services, Special Services, and Office Services. From these employees the National School District Classified Employee of the Year will be selected. This individual will represent the National School District at the county level competition.

A District Employee of the Year Joint Recognition Planning Committee will be formed to review the selection process for this honor. Based on committee recommendations, all nominations for District Classified Employee of the Year will be submitted directly to the Human Resources Department. The District Selection Committee will meet to review these nominations and finalists will be contacted for a brief personal interview by the committee. The committee will then select a District Classified Employee of the Year who will be nominated for San Diego County Classified Employee of the Year. The District Classified Employee of the Year and finalists will be honored at a Governing Board meeting in May of 2022.

Recommended Motion: Approve Classified Employee of the Year qualifications and nomination criteria for the 2021-2022 school year.

Attachments: Classified Employee of the Year Criteria

2022 Classified Employee of the Year Criteria

The Classified Employee of the Year should have:

At least five (5) years of continuous service, monthly or hourly status. During that time, the individual should have performed his or her duties in such an outstanding manner that he or she significantly contributed to the functioning of the school district. This may or may not include functions outside the regular scope of his or her job duties. Additional volunteer work in service to the school district may be used to support a nomination. However, the basic qualification should involve the work done by the employee during the regular course of his or her employment.

Nominations should be based on:

- Dedication to the job
- Interest in school and community involvement (may include involvement in own community if the nominee resides outside of the district)
- Positive interpersonal relations with co-workers, students, parents and the community
- Their representation as a positive role model for the classified staff
- A talent for creativity/innovation
- Their display of an ability to adapt to changes, embrace new technologies
- An interest in professional growth and development
- A willingness to take the extra step

Candidates will be judged on the basis of work performance, including personal factors and unusual or outstanding characteristics or achievements, and contributions to the betterment of the school district.

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Authorize the Assistant Superintendent of Business Services to advertise for E-Rate equipment and services.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: The E-Rate application process requires that districts identify their E-Rate eligible technology needs and then follow accepted bidding procedures to ultimately award contracts to service providers. This process usually begins in the fall of the year prior to the implementation of the contract. Applications are submitted to the School and Libraries Division (SLD) in early November to early February of the year preceding the funding year.

Comments: This year, the District is planning on requesting proposals from eligible vendors for new internal wireless Local Area Network (LAN) hardware. Proposals will be accepted and evaluated during the months of November and December with the final awards being made at the first Governing Board meeting in January. This will allow the District sufficient time to submit the E-Rate application by the end of January.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for E-Rate equipment and services.

Financial Impact: Advertising cost: \$2,500
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund

Agenda Item: **17.B. Approve the transfer of wireless services from Verizon Wireless to T-Mobile.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: A move to T-Mobile will save the District \$9,657 in annual connectivity fees. In addition, T-Mobile will supply the district with new iPhone 11's for each user. We have tested the services throughout the San Diego area and have found it to be reliable and comparable to Verizon.

Our current agreement with Verizon includes 400 shared minutes per line including unlimited text and data. T-Mobile's plan offers unlimited talk, text, data, and unlimited hotspot per phone line at a lower cost.

Comments: Currently with Verizon we pay the following monthly fees per line:
Cell phone: \$49.95
iPads: \$37.99
Hotspot: \$37.99

The quoted fee with T-Mobile for comparable services per line are:
Cell phone: \$39.48
iPad: \$19.74
Hotspot: \$29.40

Recommended Motion: Approve the transfer of wireless services from Verizon Wireless to T-Mobile.

Financial Impact: Contract cost: Month-to-month per line
Cell phone \$39.48
iPad \$19.74
Hotspot \$29.40
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Agenda Item: **17. C. Approve renewal of extension of contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2021-2022 school year.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: Fresh Pizza Delivery Service is a program that presents a special day each month for every child to have a fresh slice of pizza prepared from scratch. For nutrition purposes, all fresh pizza delivered to District schools for school lunches are made with whole wheat crust, and in compliance with the National School Lunch Program.

Comments: Contract #CT3510 for Fresh Pizza Delivery Service was awarded to Little Caesars Pizza, Inc. on August 8, 2018. The award took place after an open Request for Quotes (RFQ). The contract included option to renew for up to three (3) years. Little Caesars Pizza, Inc. requested an 8% increase in pricing. The District will pay \$6.75 per large pizza. Little Caesars service over the past year has been exemplary.

Recommended Motion: Approve renewal of extension of contract #CT3510 Fresh Pizza Delivery Service with Little Caesars Pizza, Inc. for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$40,000
Additional staffing cost:\$0
Other costs: \$0
One time cost
Cafeteria fund

Attachments:
CT3510 Extension



Jon Hansen
Director of Business Support Services

June 23, 2021

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

To Whom It May Concern,

This letter will serve as an agreement to extend National School District (District) contract #CT3510 with Little Caesar's Pizza for fresh pizza delivery service from July 1, 2021 through June 30, 2022. The District agrees to a price increase from \$5.99 per large pizza to \$6.75 per large pizza. Total value of contract for the time period stated above will not exceed \$40,000.00. All documents included with original Request for Quotes, and with contract #CT3510 will remain in effect during this extension.

VENDOR: Little Caesar's Pizza

DISTRICT: National School District

By _____

By _____

Printed Name of Authorized Signatory

Printed Name of Authorized Signatory

Its _____

Governing Board Date _____

(Corporate Seal)

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

Creating Successful Learners... Now

Agenda Item: **17.D. Approve addendum for contract #CT3881 with MAXIM Healthcare Staffing to provide healthcare services for the 2021-2022 school year.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: Contract #CT3881 with MAXIM Healthcare Staffing was Board approved on August 25, 2021.

MAXIM Healthcare Staffing has requested approval of a COVID-19 Addendum that includes language that is not in the standard agreement in order to staff contact tracers and COVID-19 support personnel.

This addendum is at no additional cost to the District.

Recommended Motion: Approve addendum for contract #CT3881 with MAXIM Healthcare Staffing to provide healthcare services for the 2021-2022 school year.

Financial Impact: None

Attachments:
CT3881 Addendum



COVID-19 ADDENDUM

This Addendum (hereinafter "Addendum") is entered into this 14th day of October, 2021, by and between the **National School District**, referred to in this Agreement as "CLIENT," and **Maxim Healthcare Staffing Services, Inc.**, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into an EDUCATIONAL STAFFING (hereinafter "Agreement"), with an effective date of August 26, 2021;

WHEREAS, In addition to the Services outlined in the Agreement, CLIENT is requesting that MAXIM provide COVID-19 (Coronavirus Disease 2019) Support Personnel.

WHEREAS, CLIENT and MAXIM wish to add to the Agreement to incorporate the following terms and conditions governing the provision of Personnel Requirements and Credentialing Process(es);

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

- I. This Addendum will be adding COVID-19 Support Personnel for CLIENT.

Section 1.1 Term. This Amendment will remain in effect for the duration of the COVID-19 outbreak and will follow current Center for Disease Control (CDC) guidelines.

Section 1.2 Principles of Construction. Whenever the terms and conditions of the Agreement and this Addendum conflict, the terms and conditions of this Addendum control. Except as specifically modified by the terms and conditions of this Addendum, all of the Agreement remains in full force and effect.

Section 1.3 Services and Rates.

- a) CLIENT retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with the applicable standards.
- b) CLIENT agrees to schedule Personnel for assignments no shorter than 8 weeks in duration and ranging from 36 to 84 hours per week. In the event, CLIENT requests to cancel MAXIM personnel, MAXIM will be given a minimum of fourteen (14) days' notice.
- c) Should CLIENT request physician(s) and/or mid-level Personnel, Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners ("MPR") will be the Party performing the locum tenens and midlevel providers ("Provider") Services pursuant to this Addendum. MPR will Provider will perform professional services as an independent contractor. The Provider is not an employee of MPR's for any purpose. Since the Provider is an independent contractor, MPR shall not make employee social security payments or purchase workers' compensation insurance, unemployment insurance, or health insurance for the Provider provided.
- d) The Crisis Rates of the Agreement shall apply.

Section 1.4 Overtime. Overtime rates are charged for all hours worked in excess of forty (40) hours per week of according to applicable state law. The overtime rate is one and one and three tenths (1.3) times this Addendum rate.

Section 1.5 Mileage. Mileage will be reimbursed at the Internal Revenue Service (IRS) standard mileage rate and shall apply to all Personnel.

Section 1.6 Credentialing.

- a. All Personnel required for COVID-19 labor support must meet the following qualifications:
 - i. 1-step TB Test

- ii. Background Checks, pending is acceptable
 - iii. If applicable, License and/or Certification Verification, (if valid, from any state is acceptable)
 - iv. If applicable, online CPR is acceptable
 - v. For all additional requested credentialing items by CLIENT, Personnel may present to CLIENT by end of assignment
- b. If CLIENT accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Addendum. Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance.

Section 1.7 Orientation. CLIENT agrees Personnel may begin first shift the day after credentialing is complete and CLIENT will provide Orientation on as-needed basis.

Section 1.8 Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine, as directed by CLIENT and upon immediate written notification from CLIENT to MAXIM, while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

Section 1.9 Rates. The following rates shall be applicable as of the Effective Date listed above:

Services	Rate
Contact Tracer	\$38/HR

Section 1.10 Remote Tracer Service(s).

- a) **Responsibility for Remote Service(s).** CLIENT retains full authority and responsibility for directing the Tracer and/or Remote Service(s), as applicable. Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 1.7; and compliance with Section 1.9, including that those Sections shall comply with this Section’s referenced laws. Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT and MAXIM.
- b) **Supplies.** CLIENT shall furnish MAXIM Personnel all tools, office supplies, equipment, supplies, software/hardware, and materials, including, without limitation electronic/mobile devices, which will be needed by MAXIM Personnel to perform their job duties (“Supplies”). These items are the property of the CLIENT and the use of these items are for work-related activity only and must conform to CLIENT and state policies and procedures. This does not include vehicle or any mode of transportation to and from job site. CLIENT shall provide a cellular phone. The use of a cellular phone is for work related activity only, for those jobs that require them in performing their job duties. CLIENT will provide these devices items at no cost to MAXIM or MAXIM Personnel. The cost for use of these any electronic/mobile devices for any purpose other than CLIENT business shall be billed to MAXIM for reimbursement. MAXIM Personnel shall be responsible for the safekeeping of these devices and shall pay for any damage or loss. CLIENT agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement.
- c) **Data Security.** CLIENT will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. CLIENT

will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT's privacy and security processes, including, without limitation the CLIENT's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. CLIENT acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT's technical environment. Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Section 1.11 Indemnification by Government Agency. During the term of this Addendum, Maxim is offering a public health service(s) and should be afforded all applicable state immunity related to such; Maxim will be considered an agent of CLIENT while performing Services under Addendum. Accordingly, CLIENT, at its own expense, shall defend and indemnify Maxim and its subsidiaries, affiliates, directors, officers, employees, and agents from any action arising out of the Maxim's performance of Services under this Addendum while acting as an agent of CLIENT.

II. All other terms and conditions will remain unchanged as stated in the Agreement.

CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Addendum as of the date set forth above.

NATIONAL SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**