



# Governing Board Agenda

**February 24, 2021**

## **Welcome**

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

## **Our Governance Team**

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

### **Maria Betancourt-Castañeda, Board Clerk**

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

### **Leighangela Brady, Secretary**

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

### **Maria Dalla, Board President**

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

### **Michelle Gates, Board Member**

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

### **Rocina Lizarraga, Board Member**

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

### **Alma Sarmiento, Board Member**

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

## **This meeting may be recorded**

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

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

### **Meeting Conduct**

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

### **Speaking to the Board**

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

### **Compliance with Americans with Disabilities Act**

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

### **Translation Services**

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

### **Equal Opportunity Employer**

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

### **Creating Successful Learners NOW...**

#### **Vision**

Exceptionally prepared learners; innovative and compassionate world citizens.

#### **Mission**

Each student in the National School District receives an exemplary, world-class education in a safe, nurturing environment. By collaborating with educators, staff, parents and our diverse community, all students attain the skills essential to succeed and thrive in a competitive global society.

#### **Core Values**

Children First  
Relationships Matter  
Whatever it Takes



## REGULAR MEETING OF THE GOVERNING BOARD

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

<https://meet.google.com/jwd-zsop-dqg>

To listen to the meeting, please call (US)+1 941-451-2755 PIN: 953 828 525#

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

<https://stream.meet.google.com/stream/c0919a25-1ab3-4daa-968b-3c2f5695084d>

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

Wednesday, February 24, 2021

Open Session -- 6:00 p.m.

### NOTICE

This meeting will be conducted in accordance with Governor Newsom's Executive Order 28-20 relating to the COVID-19 pandemic. Due to applicable Public Health Orders issued by the County Health Officer, the National School District will not be open to the public.

### AGENDA

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

<https://forms.gle/PncUiheKPBWXAtu6A>

This form will be available until commencement of the Board Meeting. If the item is not listed on the Board Agenda, please include the topic on the form. If the item is on the Board Agenda, please include the agenda item title and number in the form. You will be called upon to speak by the Recording Secretary during the appropriate section of the agenda. Please continue to have your microphone muted until you are called.

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. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

### 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. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PRESENTATIONS**

**4.A.** Presentation by Palmer Way students on Organics Recycling Program at Palmer Way.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**5. PUBLIC COMMUNICATIONS**

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board’s subject matter jurisdiction. If you wish to address the Board, please submit a “Request for Oral Communications” form in the link provided below:

Maria Dalla,  
Board President

<https://forms.gle/PncUiheKPBWXAtu6A>

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**6. AGENDA**

**6.A.** Accept Agenda.

Maria Dalla,  
Board President

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

Maria Dalla,  
Board President

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

**7.A. Minutes**

**7.A.I.** Approve the minutes of the Regular Board Meeting held on February 10, 2021.

Dr. Leighangela  
Brady, Superintendent

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

Dr. Leighangela  
Brady, Superintendent

**7.A.III.** Approve the minutes of the Special Board Meeting held on February 17, 2021.

Dr. Leighangela  
Brady, Superintendent

**7.B. Administration-None**

Dr. Leighangela  
Brady, Superintendent

**7.C. Human Resources**

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**7.D. Educational Services-None**

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**7.E. Business Services**

**7.E.I.** Adopt Resolution #20-21.33 declaring March 2021 National Nutrition Month.

Dr. Lis Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**7.E.II.** Adopt Resolution #20-21.37 declaring February 2021 Love the Bus Month.

Dr. Lis Johnson,  
Interim Assistant  
Superintendent,  
Business Services

## 8. GENERAL FUNCTIONS

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

Dr. Leighangela  
Brady, Superintendent

**8.B.** Adopt Resolution #20-21.31 regarding absence of Board Member Maria Dalla due to illness.

Dr. Leighangela  
Brady, Superintendent

**8.C.** Adopt Resolution #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.

Dr. Leighangela  
Brady, Superintendent

**8.D.** Approve Multi-Year Budget Reduction Plan as attached.

Dr. Lis Johnson,  
Interim Assistant  
Superintendent,  
Business Services

## 9. EDUCATIONAL SERVICES

**9.A.** Approve contract #CT3796 with Catalina Dolores Maynard to provide Performing Arts Services for Kimball Elementary School for the 2020-2021 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**9.B.** Approve contract #CT3799 with BCK Programs, LLC to provide a composting/food waste reduction educational program at El Toyon School for the 2020-2021 school year.

Dr. Sharmila Draft,  
Assistant  
Superintendent,  
Educational Services

**9.C.** Approve #CT3801 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools for the Digital Divide Grant for the 2020-2021 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

## 10. HUMAN RESOURCES

**10.A.** Adopt Resolution #20-21.34 of intention to eliminate/reduce classified positions due to lack of work and/or lack of funds pursuant to the provisions of Education Code sections 45114, 45117, 45298, and 45308.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**10.B.** Adopt Resolution #20-21.35 of intention to eliminate/reduce a particular kind of service performed by certificated positions pursuant to the provisions of Education Code sections 44949 and 44955.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**10.C.** Approve Resolution #20-21.36 establishment of criteria for order of layoff and reemployment following layoff of employees with same first date of paid service in a probationary position.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**11. BUSINESS SERVICES**

**11.A.** Presentation update of seating area projects at Ira Harbison School.

Dr. Lis Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**11.B.** Update on Tax and Revenue Anticipation Notes Loan, Series 2020-21-B.

Dr. Lis Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12. BOARD/CABINET COMMUNICATIONS**

**13. ADJOURNMENT**

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

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Lis Johnson, Interim Assistant Superintendent-Business Services

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services



Agenda Item: **4. PRESENTATIONS**

Agenda Item: **4.A. Presentation by Palmer Way students on Organics Recycling Program at Palmer Way.**

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

Quick Summary / Abstract: Palmer Way sixth grade students have recorded a presentation about a program they have been working on through distance learning that continues their Global Goal work centered on responsible consumption. In the recorded presentation, students will showcase the science-based lessons learned about food waste reduction and discuss ideas they came up with to address specific issues of food waste at school, home, and in the community. The recorded portion will consist of four student representatives: Jocelyn Avalos, Jonathan Martinez, Heaven Oropeza, and Luis Perfecto Moreno from Mr. Nathenson's sixth grade class.

Comments: This program is part of contract CT3783 with BCK Programs, LLC that was Board approved on November 18, 2020 using school site funds.

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

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Agenda Item: **6. AGENDA**  
Agenda Item: **6.A. Accept Agenda.**  
Speaker: Maria Dalla, Board President  
Recommended Motion: Accept Agenda

Agenda Item: **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Maria Dalla, Board President

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

Recommended Motion: Approve Consent Calendar

Agenda Item: **7.A. Minutes**

Agenda Item: **7.A.I. Approve the minutes of the Regular Board Meeting held on February 10, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Regular Minutes- 2/10/21

# NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

February 10, 2021

6:00 PM

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## 1. CALL TO ORDER

Board President, Maria Dalla, called the meeting to order at 6:01 p.m.

## 2. PLEDGE OF ALLEGIANCE

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

## 3. ROLL CALL

### **Attendance taken at 6:02 p.m.:**

#### Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

#### Absent:

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

#### Updated Attendance:

Ms. Alma Sarmiento was updated to present at: 6:11 p.m.

Ms. Rocina Lizarraga was updated to present at: 6:24 p.m.

Ms. Vanessa Ceseña took roll call.

## 4. PRESENTATIONS

### **4.A. Presentation of National School District School Plan for Student Achievement.**

Dr. Kraft shared a presentation highlighting each schools' SPSA development and elected School Site Council representatives.

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

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

### **5. PUBLIC COMMUNICATIONS**

Ms. Crystal Wood, Enrichment Teacher, spoke regarding budget cuts.

Ms. Jessie Nord, Special Day Class Teacher, spoke regarding budget cuts.

### **6. AGENDA**

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

**Motion Passed:** Acceptance of the Agenda passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approval of Consent Calendar passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**7.A.I. Approve the minutes of the Regular Board Meeting held on January 27, 2021.**

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

#### **7.C. Human Resources**

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

#### **7.D. Educational Services**

**7.D.I. Approve #CT3794 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3708625.**

**7.D.II. Approve #CT3797 with Rancho Coastal Speech Therapy to provide an Independent Educational Evaluation (IEE) for student #3711425.**

**7.D.III. Approve #CT3798 with Connect 4 Kids to provide an Independent Educational Evaluation (IEE) for student #3711425.**

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

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

### **8. GENERAL FUNCTIONS**

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

**8.B. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Maria Betancourt-Castañeda, Maria Dalla, Michelle Gates, and Rocina Lizarraga.**

**Motion to Amend Passed:** Following discussion, amendment to the motion from: "Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Maria Betancourt-Castañeda, Maria Dalla, Michelle Gates, and Rocina Lizarraga." to: "Motion to renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Maria Betancourt- Castañeda and Maria Dalla" passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **9. EDUCATIONAL SERVICES**

**9.A. Presentation on the required elements for the charter renewal by Integrity Charter School.**

Dr. Susie Fahey, Executive Director and Mrs. Teresa Hart-Sanchez, Assistant Director from Integrity Charter School shared a presentation regarding information on each of the required elements of their charter petition to meet the legal requirements of the renewal application.



## **9.B. Conduct a public hearing on the renewal petition of Integrity Charter School.**

Board President, Maria Dalla, opened the public hearing at 7:22 p.m.

There were no speakers.

Board President, Maria Dalla, closed the public hearing at 7:22 p.m.

## **10. HUMAN RESOURCES -None**

## **11. BUSINESS SERVICES**

### **11.A. Presentation of the services provided by the National School District Transportation Department.**

Ms. Candy Byerly, Transportation Director, provided a presentation regarding the overview of the Transportation Department busing operations including legal requirements, compliance safety protocols for bus drivers, and required oversight responsibilities of the Director of Transportation.

## **12. BOARD/CABINET COMMUNICATIONS**

Ms. Sarmiento thanked Dr. Kraft for her presentation on School Site Council, Ms. Candy Byerly for her presentation on the Transportation Department, and she shared she appreciated the public comments. She stated she is very proud of Integrity Charter School and will continue to be.

Ms. Betancourt-Castañeda welcomed Ms. Janette Garcia, Teacher of Special Day Class, to the National School District family. She thanked tonight's presenters from the Transportation Department, School Site Council, and Integrity Charter School. She also thanked families and staff for their hard work, support, and understanding during distance learning. She shared she was able to participate in virtual school visits at John Otis, Las Palmas, and Palmer Way Schools and was able to witness the advancement the District has made in the technology field. She thanked the principals and teachers for facilitating the visits. She also shared she received information regarding the advancement BCK continues to have with the curbside composting at Palmer Way and would like to see it expand, she thanked Mr. Denegri for this overview. She wished everyone a wonderful four-day weekend and wished everyone a happy Valentine's Day.

Ms. Gates thanked everyone for being a part of a very informative meeting and thanked all the presenters for their collaboration. She thanked the collaborators of the informational reopening videos shared during the update on actions being taken during the Coronavirus (COVID-19) pandemic.

Ms. Lizarraga welcomed Ms. Janette Garcia, Teacher of Special Day Class, to the National School District family. She thanked Ms. Candy Byerly for the presentation and shared her personal experience with the National School District Transportation Department. She also thanked Dr. Susie Fahey, Executive Director, and Ms. Teresa Hart-Sanchez, Assistant Director from Integrity Charter School, and Dr. Kraft for their informative presentations. She wished everyone a good night and shared they will be celebrating her daughter's eighteenth birthday tonight. She wished everyone a happy Valentine's Day.

Dr. Hernandez welcomed Ms. Janette Garcia, Teacher of Special Day Class to the District. She shared that Human Resources is now accepting nominations for Classified Employee of the year for 2021. She thanked the District's administrators for their collaboration in the making of the videos shared during the Coronavirus (COVID-19) pandemic update, and for their support ensuring staff and families are always informed. She wished everyone a good night.

Dr. Johnson expressed she is pleased for the opportunity to showcase support departments such as the Transportation and Maintenance and Operations Departments during tonight's meeting. She thanked Ms. Candy Byerly for the very informative presentation, and the Business Services Department for their support during this pandemic. She wished everyone a happy Valentine's Day and a restful holiday weekend.

Dr. Kraft thanked this evening's presenters, especially School Site Council and Principals for their work. She shared information regarding REACH and the future support of academic support programs during extended day, she will share more detailed information at a future Board meeting. She wished everyone a restful four-day weekend.

Dr. Brady thanked the Governing Board for suggesting the creation of the informational videos which lead to great communication with the community during distance learning. She congratulated Ms. Janette Garcia, Teacher of Special Day Class, for getting her teaching credential. She gave reminders of upcoming meetings and virtual visits to the Governing Board. She wished happy birthdays to Ms. Lizarraga's daughter and to Ms. Ceseña.

Ms. Dalla thanked Dr. Kraft, Dr. Susie Fahey, Executive Director, Integrity Charter, Ms. Teresa Hart-Sanchez, Assistant Director, Integrity Charter, and Ms. Byerly for their very informative presentations. She wished everyone a good night and a nice, restful, four-day weekend.

### **13. ADJOURNMENT**

Board President, Maria Dalla, adjourned the meeting at 8:04 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **7.A.II. Approve the minutes of the Special Board Meeting held on February 11, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Minutes- 2/11/21

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

February 11, 2021  
8:00 AM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Maria Dalla, called the meeting to order at 8:05 a.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 8:06 a.m.:**

Present:

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

**4. PUBLIC COMMUNICATIONS**

None.

**5. BOARD WORKSHOP**

**5.1. Board Orientation Workshop**

Board President, Maria Dalla facilitated the workshop Mr. Peter Fagen, Attorney, led to assist Board Members understand the Board's functions, policies, procedures, protocols, and agreed-upon standards of conduct.

At 10:01 a.m., Board President, Maria Dalla, called the meeting to a recess.

At 10:16 a.m., Board President, Maria Dalla, reconvened the public meeting.

Motion Passed: Vote to waive adjournment time of 12:00 p.m. until all agenda items reviewed, passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## 6. ADJOURNMENT

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT

Agenda Item: **7.A.III. Approve the minutes of the Special Board Meeting held on February 17, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Minutes- 2/17/21

# NATIONAL SCHOOL DISTRICT Minutes of the Special Meeting GOVERNING BOARD

February 17, 2021

4:30 PM

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## **1. CALL TO ORDER**

Board President, Maria Dalla, called the meeting to order at 4:36 p.m.

## **2. PLEDGE OF ALLEGIANCE**

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

## **3. ROLL CALL**

**Attendance taken at 4:37 p.m.:**

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

## **4. PUBLIC COMMUNICATIONS**

None.

## **5. BOARD WORKSHOP**

### **5.1. Discussion of Budget Reduction Plan.**

Dr. Brady, along with Executive Cabinet led the Board Workshop answering Board Member questions regarding the proposed Budget reduction plan.

At 6:28 p.m., Board President, Maria Dalla, called the meeting to a recess.

At 6:33 p.m., Board President, Maria Dalla, reconvened the public meeting.

**6. ADJOURNMENT**

Board President, Maria Dalla, adjourned the meeting at 7:56 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT



Agenda Item: **7.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

Agenda Item: **7.C. Human Resources**

Agenda Item: **7.C.I. Ratify/approve recommended actions in personnel activity list.**

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

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

Financial Impact: See staff recommendations table.

Attachments:  
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**  
**February 24, 2021**

Name                      Position                      Effective Date                      Placement                      Funding Source

**Employment**

None				
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**Temporary Employment**

None				
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**Release of Temporary Employment**

**Impact Teachers**

<b>Impact Teachers</b>				
1. Terri Blunk	Impact Teacher	Release from temporary assignment on June 9, 2021		
2. Jacquelyn Campa	Impact Teacher	Release from temporary assignment on June 9, 2021		
3. Rebecca Cardoza	Impact Teacher	Release from temporary assignment on June 9, 2021		
4. Tina Cecena	Impact Teacher	Release from temporary assignment on June 9, 2021		
5. Rudy Constantino	Impact Teacher	Release from temporary assignment on June 9, 2021		
6. Jodene Devan	Impact Teacher	Release from temporary assignment on June 9, 2021		
7. Christian De Vera	Impact Teacher	Release from temporary assignment on June 9, 2021		
8. Wendy Elliot	Impact Teacher	Release from temporary assignment on June 9, 2021		
9. Mirna Garcia Delgadillo	Impact Teacher	Release from temporary assignment on June 9, 2021		

10. Heather Ecker	Impact Teacher	Release from temporary assignment on June 9, 2021		
11. Kari Guentner	Impact Teacher	Release from temporary assignment on June 9, 2021		
12. Janell Gutierrez	Impact Teacher	Release from temporary assignment on June 9, 2021		
13. Gayle Neville	Impact Teacher	Release from temporary assignment on June 9, 2021		
14. Angelica Newbold	Impact Teacher	Release from temporary assignment on June 9, 2021		
15. Catherine Pfizenmaier	Impact Teacher	Release from temporary assignment on June 9, 2021		
16. Barbara Sapper	Impact Teacher	Release from temporary assignment on June 9, 2021		
17. Lynn Stacey	Impact Teacher	Release from temporary assignment on June 9, 2021		
18. Janice Stejskal	Impact Teacher	Release from temporary assignment on June 9, 2021		
19. Alma Armida Valencia	Impact Teacher	Release from temporary assignment on June 9, 2021		
20. Maria Vazquez Wolfe	Impact Teacher	Release from temporary assignment on June 9, 2021		
21. Jacquelyn Workman	Impact Teacher	Release from temporary assignment on June 9, 2021		
22. Rosy Xiong	Impact Teacher	Release from temporary assignment on June 9, 2021		

23. Natalie Yacoo	Impact Teacher	Release from temporary assignment on June 9, 2021		
<b>Temporary Teachers</b>				
24. Leah Bayers	Temporary Teacher	Release from temporary assignment on June 9, 2021		
25. Jacob Nathenson	Temporary Teacher	Release from temporary assignment on June 9, 2021		
26. Kelsey Ryan	Temporary Teacher	Release from temporary assignment on June 9, 2021		
<b>ELPAC Testing Teacher</b>				
27. Ricardo Alvarado	ELPAC Testing Teacher	Release from temporary assignment on June 9, 2021		
28. Winifred Green	ELPAC Testing Teacher	Release from temporary assignment on June 9, 2021		
29. John Greene	ELPAC Testing Teacher	Release from temporary assignment on June 9, 2021		
30. Sara Hennessy	ELPAC Testing Teacher	Release from temporary assignment on June 9, 2021		
31. Phillip Scott	ELPAC Testing Teacher	Release from temporary assignment on June 9, 2021		

Agenda Item: **7.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:  
Resignations/Retirements

<b>Resignations</b> <b>2/24/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Chelsea Bertrand	Enrichment Teacher	El Toyon, John Otis, Olivewood Schools	February 26, 2021
Chad Bogart	Computer Systems Technician	District Office	February 16, 2021

<b>Retirements</b> <b>2/24/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
None			

Agenda Item: **7.D. Educational Services**

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

Quick Summary / Abstract: None



Agenda Item: **7.E. Business Services**

Agenda Item: **7.E.I. Adopt Resolution #20-21.33 declaring March 2021 National Nutrition Month.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: National Nutrition Month is an annual campaign created by the Academy of Nutrition and Dietetics. During the month of March, everyone is invited to learn about making informed food choices and developing healthful eating and physical activity habits.

National School District is proud to support National Nutrition Month, especially during these times of COVID-19.

Comments: National Nutrition Month is an annual nutrition education and information campaign created in 1980 by the Academy of Nutrition and Dietetics. Its purpose is to focus attention on the importance of making informed food choices, and developing sound eating and physical activity habits. Focused on the theme “Personalize Your Plate,” the program promotes eating a variety of nutritious foods every day because there is no one-size-fits-all approach to nutrition and health. We are all unique with different bodies, goals, backgrounds, and tastes.

Recommended Motion: Adopt Resolution #20-21.33 declaring March 2021 National Nutrition Month.

Attachments:  
Resolution #20-21.33

# National School District

## Resolution

#20-21.33

**RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT  
DECLARING THE MONTH OF MARCH 2021 AS NATIONAL  
NUTRITION MONTH**

**WHEREAS**, a balanced diet and sound nutrition form the basis of good health and educational well-being of children; and

**WHEREAS**, studies have positively demonstrated the quality of nutrition in childhood directly affects children's ability to learn and function in later life, and

**WHEREAS**, increased public awareness of the direct connection between nutrition and health will help protect the welfare of each citizen; and

**WHEREAS**, school nutrition programs provide students the opportunity to choose healthy foods and develop sound, lifelong eating habits and attitudes about food;

**BE IT RESOLVED** that the Governing Board of the National School District proclaims March 2021 as National Nutrition Month.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 24<sup>th</sup> day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

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Secretary to the Governing Board

Agenda Item: **7.E.II. Adopt Resolution #20-21.37 declaring February 2021 Love the Bus Month.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: February has been declared nationwide by the American School Bus Council as "Love the Bus" month because of the dedication, pride, and skilled driving efforts of school bus drivers who transport students to and from school across America. The National School District Governing Board is requested to approve a resolution declaring the month of February 2021 as "Love the Bus" month also in the National School District.

Recommended Motion: Adopt Resolution #20-21.37 declaring February 2021 Love the Bus Month.

Attachments:  
Resolution #20-21.37

# National School District Resolution

# 20-21.37

## RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT DECLARING THE MONTH OF FEBRUARY 2021 AS NATIONAL “LOVE THE BUS” MONTH

**WHEREAS**, School bus drivers drive thousands of accident free miles every year with the top safety record in the nation; and

**WHEREAS**, the safety and well-being of our students is in the hands of our school bus drivers for several hours every day and their dedication and diligence to their riders is of the utmost importance; and

**WHEREAS**, an equal access to education, enrichment and educational services for school children is their top priority; and

**WHEREAS**, an acknowledgement of the school bus and school bus driver contributions to education is important; therefore

**BE IT RESOLVED** that the Governing Board of the National School District proclaims February 2021 as National “Love the Bus” Month.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 24<sup>th</sup> day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

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

---

Secretary to the Governing Board

Agenda Item: **8. GENERAL FUNCTIONS**

Agenda Item: **8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Administration will provide the Board with an update on actions being taken during the Coronavirus (COVID-19) pandemic. Board members will have an opportunity to ask questions and engage in deeper discussion around National School District's current and next steps in navigating this world-wide crisis.

Agenda Item: **8.B. Adopt Resolution #20-21.31 regarding absence of Board Member Maria Dalla due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Dalla was absent from the Special Board meeting held on December 9, 2020, due to illness.

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 #20-21.31 regarding absence of Board Member Maria Dalla due to illness.

Attachments:  
Resolution #20-21.31

# National School District

## Resolution

#20-21.31

### ABSENCE OF BOARD MEMBER MARIA DALLA DUE TO ILLNESS

**WHEREAS**, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

**WHEREAS**, Board Policy BB 9250 states that during any year, 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.

**NOW, THEREFORE, BE IT RESOLVED** that the National School District Governing Board hereby recognizes that Board Member Maria Dalla was absent from the Special Board meeting held on December 9, 2020, due to illness and shall receive the maximum monthly compensation for December 2020.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 24th day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

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

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Secretary to the Governing Board

Agenda Item: **8.C. Adopt Resolution #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Rocina Lizarraga was absent from the Special Board meeting held on January 19, 2021, due to illness.

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 #20-21.32 regarding absence of Board Member Rocina Lizarraga due to illness.

Attachments:  
Resolution #20-21.32



# National School District

## Resolution

#20-21.32

### ABSENCE OF BOARD MEMBER ROCINA LIZARRAGA DUE TO ILLNESS

**WHEREAS**, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

**WHEREAS**, Board Policy BB 9250 states that during any year, 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.

**NOW, THEREFORE, BE IT RESOLVED** that the National School District Governing Board hereby recognizes that Board Member Rocina Lizarraga was absent from the Special Board meeting held on January 19, 2021 due to illness and shall receive the maximum monthly compensation for January 2021.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 24th day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

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

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Secretary to the Governing Board

Agenda Item: **8.D. Approve Multi-Year Budget Reduction Plan as attached (Exhibit A).**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: Due to a multi-year trend in declining enrollment, and a budget structural deficit, administration will present a budget reduction plan to the Governing Board for approval.

Administration will review and discuss an analysis of proposed reductions to National School District's expenditures in base funding as a result of deficit spending due to a decade of declining enrollment and a reduced need for services.

Comments: The Governing Board approved a resolution on December 15, 2020 to commit to approve expenditure reductions in the amount of \$4.2 million in 2021-2022 and \$805,000 in 2022-2023.

The Governing Board has met to review budget reduction scenarios on the following Board meeting dates:

December 15, 2020

January 27, 2021

February 17, 2021

Recommended Motion: Approve Multi-Year Budget Reduction Plan as attached (Exhibit A).

Attachments:  
Exhibit A

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Approve contract #CT3796 with Catalina Dolores Maynard to provide Performing Arts Services for Kimball Elementary School for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will provide Kimball School access to services in performing arts instruction provided by Catherine Dolores Maynard.

Through vocal exercises, reader's theater, poetry and music, Ms. Maynard will work to build students' confidence in public speaking, and artistic forms of expression. All services will be delivered in a virtual format.

The per diem rate will be \$166 and the term of the contract will be from March 1 - April 16 of 2021.

No services will be rendered until Board approval has been obtained. Payments will be rendered based only on services provided.

Comments: The program will provide services for grade level cohorts who will meet once a week for an hour. Each cohort session will run six weeks. Students will be referred by classroom teachers for participation.

Ms. Maynard will see approximately 80 students per week in grades K-6 in 8 group rotations.

Recommended Motion: Approve contract #CT3796 with Catalina Dolores Maynard to provide Performing Arts Services for Kimball Elementary School for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$3,000  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund-Title I

Attachments:  
CT3796

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Fund Res Goal Function Object Site

Contract No. \_\_\_\_\_

## National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

\_\_\_\_\_  
Contractor Taxpayer ID Number Mailing Address  
\_\_\_\_\_, hereinafter referred to as "Contractor."  
City State Zip Code

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

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

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

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

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Term. Contractor shall commence providing services under this Agreement on \_\_\_\_\_, \_\_\_\_\_, and will diligently perform as required and complete performance by \_\_\_\_\_, \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:                   1500 N Avenue  
   National City, CA 91950

For Contractor:             \_\_\_\_\_

  \_\_\_\_\_

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



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

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

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

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

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

\_\_\_\_\_  
Title

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

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

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

Agenda Item:	<b>9.B. Approve contract #CT3799 with BCK Programs, LLC to provide a composting/food waste reduction educational program at El Toyon School for the 2020-2021 school year.</b>
Speaker:	Dr. Sharmila Draft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>The program services will provide students with information about soil science and the process of decomposition, aligned to El Toyon's Global Goal, #11 Sustainable Cities and Communities. This extracurricular program aims at reaching a cross section of students from grades four through sixth with no maximum number of participants in virtual portions of the program.</p> <p>The terms of this contract is from March 1, 2021-June 4, 2021.</p>
Comments:	<p>Approval of this contract will provide El Toyon School virtual and/or in person services, provided by BCK Programs, LLC based on County health guidance. The world's population is constantly increasing to accommodate everyone, we need to build modern sustainable cities.</p> <p>The services of this educational composting program include:</p> <ul style="list-style-type: none"> <li>• Learning about the reasons why composting is a benefit to the school, the city, and the planet. Maintaining El Toyon's composting site.</li> <li>• Highlights the connection of composting to schools' gardens.</li> <li>• Provide El Toyon students with at home activities to reinforce the school's composting program and generates an interest in at home composting and other important strategies to reduce food waste.</li> </ul>
Recommended Motion:	Approve contract #CT3799 with BCK Programs, LLC to provide a composting/food waste reduction educational program at El Toyon School for the 2020-2021 school year.
Financial Impact:	<p>Contract cost: Not to exceed \$5,000  Additional staffing cost: \$0  Other costs: \$0  One time cost  General fund-Site funds</p>
Attachments:	Contract #3799

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Fund Res Goal Function Object Site

Contract No. CT3799

## National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

**BCK Programs, LLC**

**765 Normandy Road**

Contractor	Taxpayer ID Number	Mailing Address
<u>Encinitas</u>	<u>CA</u>	<u>92024</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

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

- Contractor will provide virtual and/or in person based on Country health guidance of composting education lessons and activities for multiple grade levels, appropriate to the learning model accepted by the district.
- Term. Contractor shall commence providing services under this Agreement on March 1, 2021, and will diligently perform as required and complete performance by June 4, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Five Thousand Dollars (\$5,000.00). District shall pay Contractor according to the following terms and conditions: The program cost is \$5,000.00, billed in five equal installments after the completion of each unit (5 units total).

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

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:                   1500 N Avenue  
National City, CA 91950

For Contractor:               \_\_\_\_\_

\_\_\_\_\_

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

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

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

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

Dr. Lisbeth Johnson  
Typed or Printed Name

Camille Sowinski  
Typed Name

Interm Assistant Superintendent, Business Services  
Title

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

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

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



Agenda Item: **9.C. Approve #CT3801 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools for the Digital Divide Grant for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this MOU for the Digital Divide Grant, #CT3801, provides funds to support MOU #CT3800 with SDCOE that was Board approved on October 14, 2020.

The previous MOU #CT3800, gave the District the ability to provide subsidized Internet access to National School District families through the San Diego County of Education Broadband Connectivity Program for the 2020-2021 school year.

Approval of this additional MOU, for the Digital Divide Grant, #CT3801, will allow SDCOE to credit National School District up to \$9,792 for any Internet access or services received under MOU #CT3800.

Comments: SDCOE Broadband Connectivity Program, #CT3800, supports districts in addressing this ongoing need for student Internet access in the home. National School District currently provides hotspots for students to checkout who do not have home Internet access for distance learning.

Recommended Motion: Approve #CT3801 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools for the Digital Divide Grant for the 2020-2021 school year.

Financial Impact: Revenue to the District up to \$9,792  
One-time Revenue/Credit

Attachments:  
CT3801

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, “MOU” or “Agreement”) is entered into this **1<sup>st</sup>** day of **November 2020** through the **30<sup>th</sup>** day of **June 2021** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter, “SDCOE”) and **NATIONAL SCHOOL DISTRICT** (hereinafter, “**Local Education Agency**” or “LEA”)

**WHEREAS**, SDCOE and LEA enter into this MOU to define the roles and expectations between the parties; and

**WHEREAS**, health, education, and governmental authorities around the globe are responding to a large-scale pandemic due to the outbreak of a respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19; and

**WHEREAS**, states and local governments across the United States, including the State of California, have issued stay-at-home orders to prevent the spread of the highly contagious and deadly COVID-19, resulting in massive and largely unprecedented disruptions in the economy, including record levels of unemployment, and sharply limiting the ability of businesses to provide, and customers to purchase, goods and services; and

**WHEREAS**, COVID-19 has required school districts and schools to modify operations and transition from an in-person onsite learning environment to online distance learning to comply with State and County Public Health Orders, resulting in significant hardship for educators, children, and families; and

**WHEREAS**, children without access to the internet are unable to participate in distance learning activities and lose opportunities to engage with their teachers and educational supports, and peers, resulting in gaps and deficiencies in their education and in those children falling further behind those with adequate resources; and

**WHEREAS**, a recent needs assessment conducted by the Classroom of the Future Foundation (CFF) in response to the COVID-19 crisis identified digital equity as a top issue facing families with K-12 students and estimated that approximately 100,000 students in San Diego County lack access to the internet at home or are under-connected; and

**WHEREAS**, SDCOE has negotiated discounted internet and wireless hotspot agreements with local internet service providers for families that will be engaging in distance learning; and

**WHEREAS**, on August 25, 2020, the San Diego County Board of Supervisors (County) allocated funding to provide support for San Diego County school districts and charter schools and ensure the internet needs of families identified by SDCOE and school districts or charter schools within San Diego County are met for the entire school year; and

**WHEREAS**, on September 11, 2020, the San Diego County Board of Supervisors (County) transferred such funding to SDCOE; and

**WHEREAS**, the County desires the SDCOE to use all allocated funds transferred to SDCOE for those families in need of internet access, based on the highest need; and

**WHEREAS**, LEA submitted an application with SDCOE to receive a portion of the allocated grant funds for their families in need of internet access, based on the highest need; and

**WHEREAS**, for all San Diego County school districts or charters who applied, SDCOE determined and appropriately ranked each applicant's needs based on each applicant's number of students with disabilities, in foster care, experiencing homelessness, living in rural areas, and who qualify for free or reduced-price meals; and

**WHEREAS**, LEA was selected to receive a portion of the allocated grant funds, based on meeting the aforementioned highest needs criteria and ranking at or near the top of all applicants, for the purposes of providing internet access to families with the highest needs; and

**WHEREAS**, SDCOE desires to provide the LEA with the LEA's allotted percentage of grant funds based upon where the LEA ranked in highest needs; and

**WHEREAS**, LEA understands and agrees that any funds received from SDCOE pursuant to this MOU shall solely be used for the purposes outlined herein.

**NOW THEREFORE**, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

### **TERMS AND CONDITIONS**

1. **Amount of Funds.** SDCOE shall make best efforts to distribute/credit \$9,792.00 to the LEA within ten (10) business days after the execution of this Agreement by all Parties. Such amount shall be deposited/credited in an account to be designated in writing by the LEA or credited against outstanding invoices to SDCOE for internet access/services as designated in writing by the LEA.
2. **Distribution and Purpose of Funds.**
  - (a) SDCOE shall distribute/credit the amount awarded to the LEA, as outlined in Section 1, for the purpose of providing internet access/service and required access devices to LEA families in need of internet access, based on LEA students with the highest need.
  - (b) The LEA shall use the funds disbursed under this Agreement solely for the purposes set forth herein and shall provide internet access/service and required access devices for those families who applied, based on the highest need and subject to availability of funding.
  - (c) LEA will solicit applications from all LEA students and families in need of internet access and the type of access needed, such as cable, cellular, or satellite.
  - (d) LEA will assess applications and determine how many families can be served in their LEA based on highest need.
  - (e) LEA will use the grant funds received by SDCOE solely to provide one year of internet access/service and required access device to eligible families through contracted local service providers.
  - (f) LEA will use the grant funds received by SDCOE solely to offer internet access/service options as follows:
    - i. Cable: Best for families and students who are in the services areas for COX or Spectrum and who are not planning to move residences in the next 12 months.
    - ii. Cellular: Best for families and students who are without cable service, in areas with strong cellular service, or who may be planning to move residences in the next 12 months.

- iii. Satellite: Best for families and students who live in rural areas of San Diego County without reliable cable, fiber, or cellular service and who are not planning to move residences in the next 12 months.
- (g) LEA shall maintain payment information and records for funds used to provide internet access/service and required access devices for each family and shall, upon request, provide SDCOE with such information.
- (h) LEA shall maintain records consisting of submitted applications and related documentation attached thereto, for each applicant, and any other documentation or materials determined by LEA or SDCOE, and such records shall be available to SDCOE upon request. In addition, LEA shall submit to SDCOE a final program report and/or interim reports including:
  - o Number of families in need of internet access
  - o Number of families that applied
  - o Number of families served
  - o Number of families served by type of internet service

SDCOE and LEA shall ensure that records of all funding, disbursement, applications, activities, and other pertinent information are retained on file for a five (5) -year period from the date funding is disbursed.

- 3. Deadline for Use of Funds. Funds may only be expended until June 30, 2021. Any amount not distributed by LEA in accordance with this Agreement shall be returned to SDCOE on or before June 30, 2021.
- 4. Documentation of Expenditures; Disallowance. LEA shall maintain all documentation and timely prepare and deliver reports to SDCOE in accordance with Section 2, Distribution and Purpose of Funds. If SDCOE determines that any amount of expenditures under this Agreement lacks the required documentation in any material respect within three (3) business days of making a request for such required documentation, SDCOE shall provide notice of such determination to LEA. LEA shall have three (3) business days from the date of such notice to appeal the determination to SDCOE, whose decision on the appeal shall be final. LEA shall refund such amount to SDCOE within fifteen (15) days of the initial notice if no appeal is filed, or, if an appeal is filed, within fifteen (15) days of a final determination by SDCOE on appeal that such expenditures lack the required documentation in any material respect.
- 5. Notices. The individuals listed below are authorized contact persons with respect to the specified matters on behalf of SDCOE and LEA, respectively. All notices and other communications between SDCOE and LEA hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or by registered or certified mail to the respective parties as follows:

SDCOE: Michael Simonson, Deputy Superintendent, Chief Business Officer  
**Attn: Contracts Office**  
6401 Linda Vista Road  
San Diego, CA 92111  
Email to: [contracts@sdcoe.net](mailto:contracts@sdcoe.net)

With copy to: Terry Loftus, Asst. Superintendent & Chief Technology Officer  
6401 Linda Vista Road  
San Diego, CA 92111  
858- 290-5645  
[terry.loftus@sdcoe.net](mailto:terry.loftus@sdcoe.net)

LEA: Wendy O'Connor, Director of Literacies  
1500 N Ave  
National City, CA 91950  
(619) 336-7753  
[woconnor@nsd.us](mailto:woconnor@nsd.us)

6. Audit and Inspection of Records. At any time during normal business hours and upon reasonable notice, LEA shall make available to SDCOE for examination all of their respective records with respect to all matters covered by this Agreement and will permit SDCOE to audit, examine and make or receive copies of such records, and make or receive copies of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by SDCOE, said records shall be made available for examination within San Diego County. LEA shall maintain such records in an accessible location and condition for a period of not less than four years from the termination date of this Agreement. The State of California, the County, and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon SDCOE by this Agreement.
7. Termination of Agreement. This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 10-day written notice to the LEA.

This Agreement may also be terminated by the LEA for cause in the event of a material breach of this Agreement, misrepresentation by either party in connection with the formation of this Agreement, or the failure to provide benefit to the LEA in accordance with this Agreement. Termination for cause shall be put into effect by delivery of written notice of termination to SDCOE, and shall be effective upon delivery of said notice. Prior to SDCOE terminating this agreement for cause, the LEA may be allowed to cure the breach, if possible. Upon correction, SDCOE may in its sole discretion rescind the notice of termination. The decision by the SDCOE shall not be subject to appeal and any right to appeal whether administrative, in law, or equity is expressly waived.

8. Independent Contractor. Parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party.
9. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its Affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorneys' fees, experts' fees and other costs of investigation or defense at any stage of the proceedings) to the extent relating to a Third Party claim, action or demand (any of the foregoing, a "Loss") arising out of or resulting from actions arising from this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the LEA or its agents under workers' compensation acts, disability benefits acts, or other employee benefits.
10. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of California, without regard to conflict of law principles. The venue for any suit concerning this

Agreement, the interpretation of application of any of its terms and condition, or any related disputes shall be in the County of San Diego, State of California.

11. Compliance with Laws. SDCOE and the LEA shall both be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.
12. Assignment. Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein. Any assignment or subcontracting in violation of this provision shall be void.
13. Amendments. No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by SDCOE and by a duly authorized representative of the LEA unless otherwise provided in this agreement.
14. Entire Agreement. This MOU represents the entire agreement and understandings of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.
15. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant, or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
16. Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.
17. Severability. If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.
18. Remedies. The rights and remedies in this Agreement are unless otherwise indicated, in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy unless expressly waived herein.
19. Recognition. If LEA chooses to publicize the arrangements reflected in this Agreement, it will collaborate with SDCOE's Communications Department prior to publishing to coordinate and complement communications efforts, when appropriate.
20. Counterparts. This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.
21. Final Approval. This Agreement is of no force or effect until approved by signature of the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.
22. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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

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

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

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

Deputy Superintendent, Chief Business Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Adopt Resolution #20-21.34 of intention to eliminate/reduce classified positions due to lack of work and/or lack of funds pursuant to the provisions of Education Code sections 45114, 45117, 45298, and 45308.**

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

Quick Summary / Abstract: Due to lack of work and/or lack of funds, the number of classified employees and the amount of service rendered shall be reduced by layoff pursuant to Education Code section 45308.

Recommendation to adopt Resolution #20-21.34 to eliminate/reduce classified positions, including transmittal of appropriate notices to affected employee(s), if any, pursuant to Education Code sections 45114, 45115, 45117, 45298, and 45308.

Comments: Upon the adoption of the attached resolution by the Governing Board, the Assistant Superintendent of Human Resources is directed to send appropriate notice to the employees whose services may be affected by virtue of this action.

The California School Employees Association (CSEA) and its Chapter 206 has been notified of the District's necessity to initiate this action.

Recommended Motion: Adopt Resolution #20-21.34 of intention to eliminate/reduce classified positions due to lack of work and/or lack of funds pursuant to the provisions of Education Code sections 45114, 45117, 45298, and 45308.

Attachments:  
Resolution #20-21.34



# National School District Resolution

#20-21.34

**AUTHORIZING LAYOFF NOTICES  
DUE TO LACK OF WORK AND/OR LACK OF FUNDS  
IMPLEMENTING EDUCATION CODE SECTIONS 45114, 45117, 45298, 45308  
INTENTION TO ELIMINATE/REDUCE  
CLASSIFIED POSITIONS**

**WHEREAS**, due to the lack of work and/or lack of funds, the Governing Board hereby finds that it is in the best interest of the National School District, to reduce or eliminate the following position(s):

<u>Classification</u>	<u>No. of Position(s)</u>	<u>Reduction</u>
Campus Student Supervisors	From 77 to 61	16 (11-3 Hour and 5-2 Hour)
Technology Services Supervisor	From 1 to 0	1
Information Compliance Specialist	From 1 to 0	1
Purchasing Supervisor	From 1 to 0	1
Transportation Student Attendants	From 16 to 0	16
Admin. Asst. Office Manager	From 2 to 0	2
Lead-Language Assessment/ Instructional Assistants	From 2 to 2	From 6 hours to 3 hours
Office Technician/District	From 1 to 0	1

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board that:

1. Due to lack of work and/or lack of funds, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code section 45308.
2. The Superintendent or designee is authorized to give notice of reduction/layoff to the affected classified employees pursuant to the Education Code and District policies. In accordance with these authorities, the Superintendent or designee is authorized to offer voluntary demotions or reduction in hours, where available and appropriate, in lieu of layoffs.
3. The above identified reductions/layoffs shall be effective July 1, 2021.
4. The employees reduced/laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

Resolution #20-21.34  
February 24, 2021  
Page 2

**PASSED AND ADOPTED** at the regular meeting of the Governing Board held on  
February 24, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA   )  
  )ss  
COUNTY OF SAN DIEGO   )

\_\_\_\_\_  
President, Board of Education

Agenda Item: **10.B. Adopt Resolution #20-21.35 of intention to eliminate/reduce a particular kind of service performed by certificated positions pursuant to the provisions of Education Code sections 44949 and 44955.**

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

Quick Summary / Abstract: Education Code sections 44949 and 44955 require action by the Governing Board in order to reduce or eliminate services and to permit the layoff of certificated employees. In order for the District to plan and prepare, these actions are being recommended. Due to the required early notification timelines and the need to consider any potential revenue adjustments and financial constraints, the District must take action to allow for all program adjustments to be considered for 2021-2022. Therefore, a corresponding number of staff members shall be terminated effective July 2, 2021. It is recommended to reduce or eliminate 14 Roving positions (FTE's) associated with the Enrichment program effective July 2, 2021. Lastly, it is the recommendation to reduce by 30 Elementary Teacher positions (FTE's) effective July 2, 2021.

Comments: Upon the adoption of the attached resolution by the Governing Board, the Assistant Superintendent of Human Resources is directed to send appropriate notice to the employees whose services may be affected by the virtue of this action.

The National City Elementary Teachers Association (NCETA) has been notified of the District's necessity to initiate this action.

Recommended Motion: Adopt Resolution #20-21.35 of intention to eliminate/reduce a particular kind of service performed by certificated positions pursuant to the provisions of Education Code sections 44949 and 44955.

Attachments:  
Resolution #20-21.35

# National School District Resolution

#20-21.35

## RESOLUTION TO DECREASE THE NUMBER OF CERTIFICATED EMPLOYEES DUE TO A REDUCTION OR ELIMINATION OF PARTICULAR KINDS OF SERVICES

**WHEREAS**, Education Code sections 44949 and 44955 permit the Governing Board (“Board”) of the National School District (“District”) to reduce or discontinue particular kinds of programs and services not later than the beginning of the following school year; and

**WHEREAS**, the Board has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District described herein no later than July 2, 2021; and

**WHEREAS**, it shall be necessary at the end of the 2020-2021 school year to terminate the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

**WHEREAS**, it is the opinion of the Board that it is in the best interest of the District to reduce the number of regular certificated employees of the District as hereinafter set forth;

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

- A. That the following particular kinds of services be reduced or eliminated effective July 2, 2021;

<u>PARTICULAR KIND OF SERVICE</u>	<u>FTE's</u>
Roving Teacher Services	14
Elementary (Multiple Subject) Teaching Services	30
Assistant Principal Services	2
<b>Total Full-Time Equivalent Reduction:</b>	<b>46 FTE</b>

- B. That due to the reduction or elimination of particular kinds of services, the number of certificated employees of the District be terminated pursuant to Education Code section 44955.

- C. That the District Superintendent or designee is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action pursuant to Education Code sections 44955 and 44949.

- D. Nothing herein shall be deemed to confer any status or rights upon any temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

**THEREFORE, BE IT FURTHER RESOLVED** that, for the purposes of certificated employee assignments and reassignments effectuated as a result of this reduction or elimination of services, it is necessary to retain certificated employees competent and qualified to teach Special Education classes.

**PASSED AND ADOPTED** at the regular meeting of the Governing Board of the National School District on February 24, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

\_\_\_\_\_  
President, Board of Education

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Governing Board of the National School District of San Diego County, California, adopted by said Governing Board at its meeting on February 24, 2021.

\_\_\_\_\_  
Secretary, Board of Education

Agenda Item: **10.C. Approve Resolution #20-21.36 establishment of criteria for order of layoff and reemployment following layoff of employees with same first date of paid service in a probationary position.**

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

Quick Summary / Abstract: Due to the reduction and discontinuance of particular kinds of services, a corresponding number of certificated employees of the District shall be terminated effective July 2, 2021, pursuant Education Code section 44955. The resolution would determine criteria to be applied to deviate (if at all) from terminating certificated employees who may be otherwise terminated by order of seniority, which shall be established by admissible evidence, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render services that the more senior employee is both certificated and competent to render.

Recommended Motion: Approve Resolution #20-21.36 establishment of criteria for order of layoff and reemployment following layoff of employees with same first date of paid service in a probationary position.

Attachments:  
Resolution #20-21.36

# National School District Resolution

#20-21.36

## ESTABLISHMENT OF CRITERIA FOR ORDER OF LAYOFF AND REEMPLOYMENT FOLLOWING LAYOFF OF CERTIFICATED EMPLOYEES WITH SAME FIRST DATE OF PAID SERVICE IN A PROBATIONARY POSITION

**WHEREAS**, Education Code section 44955 provides for the termination of certificated employees due to the discontinuance or reduction of particular kinds of services;

**WHEREAS**, the order of termination is based on the date of a certificated employee's first day in paid, probationary service; and

**WHEREAS**, as among certificated employees who first rendered paid, probationary service to the National School District ("District") on the same date, the Governing Board shall determine the order of termination based on the needs of the District and its students;

**NOW, THEREFORE, BE IT RESOLVED** that, to meet the requirements of section 44955, the Governing Board determines the needs of the District and its students by establishing the following tie-breaking criteria should it become necessary to determine the order of termination and reemployment amongst employees who first rendered paid, probationary service to the District on the same day.

<b>Criteria</b>	<b>Points</b>
Credentials	2 Points per clear credential 1 Point per preliminary credential 1 Point per supplementary authorization
Possession of BCLAD Certification	2 Points
Prior TK-6 Public School Teaching Experience at Another District	1 Point per year (5 Points maximum)
National Board Certification	5 Points
Possession of a Master's or Doctorate Degree	1 Point (per degree)

**THEREFORE, BE IT FURTHER RESOLVED** that, in the event that common day hires have the same total points based on application of the above criteria, the District will break ties by utilizing a lottery. As between tied employees, low lottery numbers indicate low seniority for that hire date (e.g. employee assigned “1” would be laid off before employee assigned “5”).

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 24th day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

\_\_\_\_\_  
President, Board of Education

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Governing Board of the National School District of San Diego County, California, adopted by said Governing Board at its meeting on February 24, 2021.

\_\_\_\_\_  
Secretary, Board of Education



Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Presentation update of seating area projects at Ira Harbison School.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: Mr. David Castillo, Director of Maintenance, Operations & Facilities, will provide a before and after presentation of the welcoming environment he and the grounds personnel developed for parents and students at the east side entrance on the campus of Ira Harbison School.

Comments: On February 12, 2020, Mr. Castillo presented a plan to the Governing Board identifying improvements to the student drop-off and pick-up location at Ira Harbison School. This plan was designed to create a more welcoming environment for parents and students as they waited in this area before or after school.

The additions to Ira Harbison included shade structures, seating areas, and concrete work to enlarge the waiting area. Tonight, Mr. Castillo will present how these additions positively impact the school.

Agenda Item: **11.B. Update on Tax and Revenue Anticipation Notes Loan, Series 2020-21-B.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: Dr. Johnson will provide an update to the Governing Board on the recommended sizing of the Tax and Anticipated Revenue Notes (TRANS) loan for the National School District.

Comments: On December 15, 2020, the National School District Governing Board approved a TRANS loan not to exceed \$10 Million in order to strengthen district cash flow reductions caused by five months of deferrals from February 2021 through June 2021 in state revenue to the school district. Administration will update the Governing Board on the final recommended sizing of a \$5 Million loan for National School District and the costs associated with a Taxable Trans versus a Tax Exempt Trans.

The Governing Board also approved Government Financial Strategies as the District's consultant for developing the TRANS loan. It is anticipated that Mr. Rich Malone, Chief Operating Officer for Government Financial Strategies, will be available this evening for any additional questions the Governing Board may have. The TRANS loan funding should be available to the District sometime in March 2021.

Financial Impact: \$5 Million

Agenda Item:

**12. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **13. ADJOURNMENT**