



Governing Board Agenda

March 10, 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/ebu-pggw-feq>

To listen to the meeting, please call (US)+1 413-341-4733 PIN: 647 339 945#

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

<https://stream.meet.google.com/stream/6d21771e-191a-4169-af09-0c5cb1fa1c7d>

(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, March 10, 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:

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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 of National School District School Counseling Program.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

5. PUBLIC COMMUNICATIONS

Maria Dalla,
Board President

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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 24, 2021.

Dr. Leighangela Brady, Superintendent

7.B. Administration

7.B.I. Adopt Resolution #20-21.38 declaring the month of April 2021 as Public Schools Month.

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

7.D.I. Adopt Resolution #20-21.39 declaring the week of April 12 through April 16, 2021 as the “Week of the Young Child.”

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

7.E. Business Services

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

Dr. Leighangela Brady, Superintendent

7.E.II. Approve contract #CT3804 with City Heights Music School at John Otis School.

Dr. Leighangela Brady, Superintendent

7.E.III. Approve Memorandum of Understanding (MOU) contract #CT3803 with Handle with Care to provide Notification of Exposure to Trauma Services for the National School District during the 2020-2021 school year.

Dr. Leighangela Brady, Superintendent

8. GENERAL FUNCTIONS

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

Dr. Leighangela Brady, Superintendent

8.B. Cast vote for 2021 California School Boards Association (CSBA) Delegate Assembly election.

Maria Dalla, Board President

- 8.C.** Approve updated Governance Handbook (Exhibit B).
Dr. Leighangela Brady, Superintendent
- 9. POLICIES, REGULATIONS, BYLAWS**
- 9.A.** First reading of Board Policies and Administrative Regulations suggested (Exhibit C).
Dr. Leighangela Brady, Superintendent
- 10. EDUCATIONAL SERVICES**
- 10.A.** Approve the final 2020-2021 School Plan for Student Achievement for each National School District elementary school (Exhibit D).
Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 10.B.** Approve contract #CT3802 with Catherine Dolores Maynard to provide Virtual Performing Arts Services for Las Palmas Elementary School for the 2020-2021 school year.
Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 11. HUMAN RESOURCES**
- 11.A.** Adopt the school year work calendar for the 2021-2022.
Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
- 12. BUSINESS SERVICES**
- 12.A.** Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2021 (Exhibit E).
Dr. Leighangela Brady, Superintendent
- 12.B.** Approve National School District Audit Report and its findings for the 2019-2020 fiscal year (Exhibit F).
Dr. Leighangela Brady, Superintendent
- 13. BOARD/CABINET COMMUNICATIONS**
- 14. 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. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PRESENTATIONS**

Agenda Item: **4.A. Presentation of National School District School Counseling Program.**

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

Quick Summary / Abstract: During the past twelve months, the counseling program has focused on the social emotional development of students during distance learning. The National School District Counselors would like to share highlights of their program.

Comments: The National School District funds one counselor per school site under Goal 4 of the Local Control Accountability Plan (LCAP) and categorical Title 1.

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 24, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes-2/24/21

NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

February 24, 2021

6:00 PM

https://drive.google.com/drive/folders/1zS7_tR7AfFkKdRksMMMy7VE9dL6EX39W

1. CALL TO ORDER

Board President, Maria Dalla, called the meeting to order at 6:00 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

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PRESENTATIONS

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

Mr. Denegri, Principal, Palmer Way School, shared a pre-recorded presentation of sixth graders showcasing the science-based lessons learned about food waste reduction, in partnership with BCK Programs, LLC.

5. PUBLIC COMMUNICATIONS

Ms. Christina Benson, NCETA President spoke, no topic specified.

Ms. Silvia Andrado, Enrichment Teacher spoke, no topic specified.

Ms. Kara Holtzman, Teacher, spoke regarding agenda item 8A.

Ms. Vanessa Barrera, Southwest Teachers Association, spoke regarding agenda item 8D.

6. AGENDA

6.A. Accept Agenda.

Motion Passed: Acceptance of Agenda 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. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

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 February 10, 2021.

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

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

7.B. Administration

7.C. Human Resources

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

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

7.D. Educational Services

7.E. Business Services

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

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

8. GENERAL FUNCTIONS

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

Dr. Brady led a discussion detailing how the District is navigating the COVID-19 pandemic and discussed current case rates in San Diego county, as well as National City, vaccination timeline for educators, and on-site COVID-19 testing options. They also discussed the reopening of schools and due to the current daily COVID-19 case rates in National City , the Governing Board decided it too soon to predict a target date for safe reopening.

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

Motion Passed: Adoption of Resolution #20-21.31 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Abstain Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Adoption of Resolution #20-21.32 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Abstain Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Failed: Following discussion, approval of Multi-Year Budget Reduction Plan as attached (Exhibit A) failed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. María Betancourt-Castañeda

Yes Ms. María Dalla

No Ms. Michelle Gates

No Ms. Rocina Lizarraga

No Ms. Alma Sarmiento

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.

Motion Passed: Following discussion, approval of contract #CT3796 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

At 9:06 p.m., Board President, Maria Dalla, called the meeting to a recess.

At 9:14 p.m., Board President, Maria Dalla, reconvened the public meeting.

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.

Motion Passed: Following discussion, approval of contract #CT3799 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

No Ms. Alma Sarmiento

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.

Motion Passed: Following discussion, approval of contract #CT3801 passed with a motion by Ms. Alma Sarmiento 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

10. HUMAN RESOURCES

Motion Passed: Following discussion, vote to table items 10.A., 10.B., and 10.C. 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

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.

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.

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.

11. BUSINESS SERVICES

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

Mr. David Castillo, Director of Maintenance, Operations & Facilities, shared a presentation of before and after he and the grounds personnel developed for parents and students at the east side entrance on the campus of Ira Harbison School.

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

Dr. Johnson provided an update on the recommended sizing of the Tax and Anticipated Revenue Notes (TRANS) loan for the National School District.

12. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked all presenters and thanked everyone for their time. She emphasized that decisions made by her are always thinking of students first and for the good of the District. She thanked everyone for sharing transparent information. She wished everyone a good night.

Ms. Gates thanked everyone for a very informative evening, and she thanked all presenters. She asked the District to work with the Bargaining Units. She agreed with Ms. Betancourt-Castañeda's comments and added that in trying to be responsible for students, they each view things differently. She encouraged listeners to get the COVID-19 vaccine. She shared she participated in a fun and positive school visit at John Otis School.

Ms. Lizarraga thanked all presenters, especially Palmer Way Students and Mr. Denegri. She shared there were tough decisions to be made and she trusts the District can come up with a better solution. She wished Ms. Ceseña a happy belated birthday.

Ms. Sarmiento shared her appreciation for the student presentation and thanked Mr. Castillo for his presentation as well.

Dr. Hernandez expressed how wonderful it was to see the student presentation and wished everyone a good night.

Dr. Johnson congratulated the students and Mr. Castillo on their presentations. She expressed she has enjoyed the time working with National School District, she thanked everyone for their support.

Dr. Kraft congratulated all presenters and she thanked Ms. Thatcher for her part in the development of the Ira Harbison sitting area. She wished everyone a good night.

Dr. Brady thanked all presenters and thanked BCK. She thanked Dr. Johnson for her time and dedication for National School District. She welcomed back Ms. Gomez and wished everyone a good night.

Ms. Dalla thanked all presenters and shared her experience attending a school visit at John Otis School. She gave Dr. Johnson a heartfelt thank you for her work at the District. She shared that all decisions made by her are for the best of the children and the District. She wished everyone to keep safe, healthy, and to have a good night.

13. ADJOURNMENT

Board President, Maria Dalla, adjourned the meeting at 10:14 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **7.B.I. Adopt Resolution #20-21.38 declaring the month of April 2021 as Public Schools Month.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920.

The purpose of Public Schools Month is to encourage communities and schools to set aside one week during the month as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education. Masonic Lodges in each area, together with local school districts, select a week in April that is most convenient for their local observances of Public Schools Week.

Attachments:
Resolution #20-21.38

National School District

Resolution

#20-21.38

DECLARATION OF THE MONTH OF APRIL 2021 AS PUBLIC SCHOOLS MONTH

WHEREAS, it is recognized that the education provided by public schools is the foundation of our democracy; and

WHEREAS, public schools provide our young people with the educational cornerstone on which to build their dreams and hopes for the future; and

WHEREAS, public schools enable our young people to use these educational building blocks to expand their knowledge and abilities to become progressive participants in today's changing society; and

WHEREAS, the education of our young ones in our public schools has enriched our society as many have gone on to make advances in science, medicine, education, computer science and other technological fields, which have resulted in the good of mankind;

NOW, THEREFORE, in recognition of our public schools and the people who contribute to their enrichment--administrators, principals, teachers, instructional assistants, clerical staff and custodians--and the enrichment of our young people;

BE IT THEREFORE RESOLVED, that the Governing Board of the National School District declares the Month of April 2021 as Public Schools Month.

Resolution #20-21.38
March 10, 2021
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 10th day of March 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.

Secretary to the Governing Board

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
March 10, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
None				

CLASSIFIED STAFF RECOMMENDATIONS
March 10, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
1. Lisbeth Contreras	Transportation Student Attendant Transportation Department	March 1, 2021 To June 9, 2021	Unpaid leave of absence	

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

Resignations 3/10/21			
Name	Position	Location	Effective Date
Delia Arancibia	Assistant Principal	El Toyon/Rancho de la Nación Schools	March 18, 2021
Yousuf Hussain	Computer Systems Specialist	District Office	March 12, 2021
Briana Willis	Resource Specialist Program Teacher	Lincoln Acres School	June 9, 2021

Retirements 3/10/21			
Name	Position	Location	Effective Date
None			

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

Agenda Item: **7.D.I. Adopt Resolution #20-21.39 declaring the week of April 12 through April 16, 2021 as the “Week of the Young Child.”**

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

Quick Summary / Abstract: The “Week of the Young Child,” sponsored by the National Association for the Education of the Young Child, began in 1971. The purpose of the week is to impress upon the public the importance of the young child and his/her family, as well as the importance of, and the need for, quality early childhood education. In recognition of this, each year the Governing Board adopts a resolution honoring “The Week of the Young Child.”

Comments: Please join us in honoring young children and all those who make a difference in children’s lives during the week of April 12 through April 16, 2021. Preschool staff will plan special activities each day to help celebrate enrolled preschoolers.

Recommended Motion: Adopt Resolution #20-21.39 declaring the week of April 12 through April 16, 2021 as the “Week of the Young Child.”

Attachments:
Resolution #20-21.39

National School District Resolution

20-21.39

RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT TO RECOGNIZE THE "WEEK OF THE YOUNG CHILD"

WHEREAS, the Governing Board supports optimal development for each child, and

WHEREAS, the Governing Board supports the concept of providing opportunities for parents to increase their understanding and knowledge of child growth and development, and

WHEREAS, childhood is the time to develop interests, skills, and aptitudes which will last a lifetime, and

WHEREAS, the importance of early childhood education is properly and widely recognized.

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of National School District names and declares the week of April 12 through April 16, 2021, "The Week of the Young Child" in each of the schools under its supervision. The Governing Board, for its own part, commits itself to a partnership with parents in a continued dedication to early childhood education programs in National School District which are relevant to the needs of the children placed in its care and which will reach and positively influence each child consistent with his/her needs and capabilities.

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 10th day of March 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Resolution #20-21.39
March 10, 2021
Page 2

I, Leighangela Brady, E.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: **7.E. Business Services**

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:
Exhibit A

Agenda Item: **7.E.II. Approve contract #CT3804 with City Heights Music School at John Otis School.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Thirty minute weekly music classed to enhance social, musical, and intellectual growth, no financial impact to the District.

Attachments:
CT3804

Fund Res Goal Function Object Site

Contract No. CT3804

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

Youth Philharmonic Orchestra (dba City Heights Music School)

2535 Camino del Rio South, Suite 245

Contractor

Taxpayer ID Number

Mailing Address

San Diego, CA, 92108

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. City Heights Music School teachers will provide music instruction per a schedule agreed upon by the school and based on the availability of the music teacher. Instruments are provided and available to purchase at the school's discretion. If not purchased, instruments will be returned to City Heights Music School at the end of the music program, with the exception of recorders. Classes are weekly, 30-minutes for a 10-week session.
2. Term. Contractor shall commence providing services under this Agreement on March 11, 2021, and will diligently perform as required and complete performance by June 6, 2021.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed 500 Dollars (\$500.00). District shall pay Contractor according to the following terms and conditions: For the purchase of instruments, if desired and with approval from John Otis school principal..

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:
Purchase of instruments. if so desired.

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:
Zoom link for classrooms. internet connection for school. paper and pencil for students

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:	<u>2535 Camino del Rio, Suite 245</u> <u>San Diego, CA 92108</u>
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 11 day of March, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent



Signature of Authorized Agent

Typed or Printed Name

Victoria Eicher

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

858-442-0237

(Area Code) Telephone Number

Agenda Item: **7.E.III. Approve Memorandum of Understanding (MOU) contract #CT3803 with Handle with Care to provide Notification of Exposure to Trauma Services for the National School District during the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Handle with Care.

The MOU outlines the services provided through Handle with Care. This program allows law enforcement to notify the designated personnel (i.e. school counselor, school psychologist, and administrator) within the National School District when a student has been exposed to violence and trauma. Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point persons within each school will then disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff.

Comments: The terms of this contract is from March 11, 2021 to June 30, 2021.

No services will be rendered until approved by the National School District Board. The services will be provided virtual and/or on-site.

Attachments:
CT3803



Memorandum of Understanding

Between

National School District

and

National City Police Department, San Diego County Sheriff's Department

Notification of Exposure to Trauma

I. PURPOSE

The Larger Project. To further implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right supports, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence and system involvement. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur, by providing support and on-site, trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel.

Notification of Exposure to Trauma. Acknowledging the collaborative work already underway in the community around trauma and specifically around social and emotional health within the school system, this Memorandum of Understanding ("MOU") will focus on notification to the school system by law enforcement when a child is exposed to trauma in the home or in the community to enable the child's school to handle the child with care upon his or her arrival at school the next school day following the incident. For the purpose of this MOU, the phrase "exposed to trauma" shall be construed broadly and by way of example and not by way of limitation, shall mean and include any event where a child is a victim or witness, experiences or is involved in, or is questioned relative to, any of the following: the abuse of a family member, loved one, or pet; abuse or neglect; child custody, visitation or support or other domestic relations controversy where there is law enforcement intervention; community violence; the commission of a crime; loss of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness and /or substance abuse by a parent or caregiver; hospitalization or family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts or experiences. Should a law enforcement officer be uncertain as to whether or not to give notice to the school, judgement should be

exercised in favor of notification.

II. National City Police Department, San Diego County Sheriff's Office Agree to:

- A) Send a notification to National School District identifying children that have been present for police interactions or otherwise exposed to violence or trauma in the community following the notification protocol as outlined below.
- B) Notification shall be given by sending an (method of sending) to (email, text, dispatch) stating the child's name, approximate age, school attended if known, the approximate time of the event, and the acronym HWC.
- C) Notifications will contain no specific information about the incident in order to maintain privacy of the student and their family.
- D) Otherwise maintain the confidentiality of students and their families.

III. National School District agrees to:

- A) Receive notifications, as described in section II A and B above from LE and disseminate them to the designated point persons within each school by forwarding to them the HWC e-mail notification from LE.
- B) Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point persons within each school will then disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff.
- C) Provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, but otherwise not addressing the child about the incident.
- D) Determine need for on-going counseling or other intervention if the student is not currently involved with mental health services.
- E) If necessary, the school may contact parents or guardians to obtain appropriate consents for on-going mental health services for the student.
- F) Provide education on trauma informed care to all school personnel, parents and guardians, as requested and/or as required by law.
- G) Maintain the confidentiality of student's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU, but shall not be part of any student's permanent record.

IV. TERMINATION, ADDITIONAL AGENCIES, AND LIABILITY:

- A) Any agency has the right to cancel this MOU with 30 days written notice to the other parties. Should any LE agency terminate this MOU, then the MOU shall remain in effect as to all other agencies.
- B) Additional agencies, whether or not a law enforcement agency, may become parties to this MOU with the agreement of “School”, which may be affected by the execution of an addendum to this MOU by such agency and “School”.
- C) Each party shall be responsible for the actions committed by that party and its agents. No party assumes any liability for any actions committed by any other party. However, each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to these provisions. This cooperation will include, but is not limited to, the following:
 - 1) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;
 - 2) Immediate notification to the other party of any claim made against it alleging liability;
 - 3) Permit a party of this Agreement to conduct a parallel independent investigation of any incident, and/or
 - 4) Make personnel and records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.

This MOU shall remain in effect until terminated as provided herein.

Effective this 11 day of **March 2021**.

NATIONAL CITY POLICE DEPARTMENT

By: _____

SAN DIEGO COUNTY SHERIFF’S DEPARTMENT

By: _____

NATIONAL SCHOOL DISTRICT

By: _____

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. Cast vote for 2021 California School Boards Association (CSBA) Delegate Assembly election.
Speaker:	Maria Dalla, Board President
Quick Summary / Abstract:	<p>San Diego County is represented by delegates on the California School Boards Association Delegate Assembly. Region 17 has 23 Delegates, 17 elected and 6 appointed). There are 5 delegates whose terms expire in 2021 and 2 vacancies for non-appointed delegate positions.</p> <p>Member school boards are eligible to nominate and elect CSBA Delegate Assembly representatives. Each member board submits one ballot. This year, the Board may vote for up to seven (7) candidates. Biographical sketch forms for all candidates have been forwarded to Board members under separate cover.</p> <p>Candidates:</p> <ol style="list-style-type: none"> 1. Katie Bishop-Chula Vista ESD 2. Leslie Bunker- Chula Vista ESD 3. Andrew Hayes- Lakeside Union SD 4. Melissa Krogh- Warner USD 5. Dawn Perfect- Ramona USD 6. Barbara Ryan- Santee SD 7. Lucy Ugarte- Chula Vista ESD 8. Katrina Young- San Dieguito Union High SD 9. Maria Betancourt-Castañeda- National SD/Write-in
Comments:	<p>Delegate Assembly members provide a valuable service to the CSBA. The Assembly is the primary policy making body of the Association. Delegates adopt the Association's legislative platform, take positions on other critical issues that come before it, elect the officers and directors, and adopt bylaw changes. Delegates also serve as a two-way communication link between the board members in the region and the regional director and play an important role in fostering collegiality within their region.</p> <p>The Delegate Assembly meets twice each year. It sets CSBA's general policy direction and fulfills a critical governance role within the association. Delegates act as liaisons between CSBA and local board members in their regions, and they also meet with the other Delegates and the CSBA Director in their regions. Delegates serve two-year terms that begin April 1.</p> <p>Return ballots must be postmarked on or before March 15, 2021. The names of newly-elected delegates will be published and disseminated to the membership by April 1, 2021.</p>
Recommended Motion:	Cast vote for 2021 California School Boards Association (CSBA) Delegate Assembly election.

Agenda Item: **8.C. Approve updated Governance Handbook (Exhibit B).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: On February 11, 2021, the Governing Board held an orientation workshop for new trustees, and to review National School District's Governance Handbook. The handbook is updated with input from Trustees, inclusive of revised Board protocols.

Comments: The orientation meeting was facilitated by Peter Fagan, of Fagan, Friedman & Fulfrost, LLP.

Recommended Motion: Approve updated Governance Handbook (Exhibit B).

Attachments:
Exhibit B

Agenda Item: **9. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **9. A. First reading of Board Policies and Administrative Regulations suggested (Exhibit C).**

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:
Exhibit C

Agenda Item: **10. EDUCATIONAL SERVICES**

Agenda Item: **10.A. Approve the final 2020-2021 School Plan for Student Achievement for each National School District elementary school (Exhibit D).**

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

Quick Summary / Abstract: Every year, school sites write a School Plan for Student Achievement (SPSA). This plan is developed in collaboration with the School Site Council. The content of each school plan is aligned with school goals for improving student achievement.

The Board received the school plans for first reading on January 27, 2021.

The Governing Board accepted the draft School Plan for Student Achievement (SPSA) form each school at the January 27, 2021 Board meeting. The Board had an opportunity to review each school plan and then discuss the plan development with representatives of each site's School Site Council at a regular board meeting held on February 10, 2021.

Comments: School goals are based upon an analysis of verifiable State data and local measures of pupil achievement.

The School Site Council from each school analyzes available data on the academic performance of all students, including English learners, educationally disadvantaged students, gifted and talented students and students with exceptional needs.

The councils solicit input of the school community. Based upon this input, they establish performance improvement goals, actions, budget and monitoring.

Once Board approved, plans will be posted to individual school websites.

Recommended Motion: Approve the final 2020-2021 School Plan for Student Achievement for each National School District elementary school (Exhibit D).

Attachments:
Exhibit D

Agenda Item: **10.B. Approve contract #CT3802 with Catherine Dolores Maynard to provide Virtual Performing Arts Services for Las Palmas 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 Las Palmas Elementary School access to services in performing arts instruction provided by Catherine Dolores Maynard. Through vocal services, 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 15 - April 30, 2021. No services will be rendered until board approval has been obtained. Payments will be rendered based only on services provided.

Comments: The virtual remote 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 150 students per week in grades K-6 in 8 group rotations.

Recommended Motion: Approve contract #CT3802 with Catherine Dolores Maynard to provide Virtual Performing Arts Services for Las Palmas Elementary School for the year 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$3,800
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund-Site Title 1

Attachments:
CT3802

[_____] [_____] [_____] [_____] [_____] [_____]
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:

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

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

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

Contractor'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: **11. HUMAN RESOURCES**

Agenda Item: **11.A. Adopt the school year work calendar for the 2021-2022.**

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

Quick Summary / Abstract: The District annually negotiates or asks for input on the school year work calendar pursuant to collective bargaining agreements between the Governing Board of National School District (NSD) and California School Employees Association (CSEA) and its Chapter 206 and National City Elementary Teachers Association (NCETA). The 2021-2022 school year calendar reflects collaboration between NSD and the labor unions.

Recommended Motion: Adopt the school year work calendar for the 2021-2022.

Attachments:
Work Calendar 2021-2022

National School District School Calendar 2021-2022

Pending Board Approval

DRAFT

2021
July

						1	2	3		
4	5	6	7	8	9	10				
11	12	13	14	15	16	17				
18	19	20	21	22	23	24				
25	26	27	28	29	30	31				

July 2 Admin Assist & Office Tech Work 1 Day
 July 4 Holiday Independence Day
 July 5 Holiday Independence Day Observed
 July 14 Admin Assist & Office Tech Work Return
 July 21 All Staff Return (Certificated and Classified)
 (10-Month, 11-Month, and CNS)
 July 26 Students Return

2022
January

									1	
2	3	4	5	6	7	8				
9	10	11	12	13	14	15				
16	17	18	19	20	21	22				
23	24	25	26	27	28	29				
30	31									

Jan. 1 New Year's Day Holiday
 Jan 3 New Year's Day Holiday (Observed)
 Jan. 10 Staff Return/Professional Growth Day
 (non-student and non-CNS Day)
 Jan. 11 Students Return (CNS Return)
 Jan. 17 Martin Luther King Holiday

August

1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								

February

				1	2	3	4	5		
6	7	8	9	10	11	12				
13	14	15	16	17	18	19				
20	21	22	23	24	25	26				
27	28									

Feb. 11 Lincoln Holiday (Observed)
 Feb. 14 Washington Holiday (Observed)

September

				1	2	3	4			
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30						

Sept. 6 Labor Day Holiday
 Sept. 20- Oct 1 Fall Break

March

				1	2	3	4	5		
6	7	8	9	10	11	12				
13	14	15	16	17	18	19				
20	21	22	23	24	25	26				
27	28	29	30	31						

March 11, 14, 15, 16, 18 Parent Teacher Conference
 March 21-April 1 Spring Break

October

						1	2			
3	4	5	6	7	8	9				
10	11	12	13	14	15	16				
17	18	19	20	21	22	23				
24	25	26	27	28	29	30				
31										

October 4 Staff Return/Professional Growth Day
 (Non-Student Day and Non-CNS Day)
 October 5 Students and CNS Return
 Oct.15, 18, 19, 20, 22 Parent Teacher Conferences

April

						1	2			
3	4	5	6	7	8	9				
10	11	12	13	14	15	16				
17	18	19	20	21	22	23				
24	25	26	27	28	29	30				

April 4 Staff and Students Return

November

1	2	3	4	5	6					
7	8	9	10	11	12	13				
14	15	16	17	18	19	20				
21	22	23	24	25	26	27				
28	29	30								

Nov. 11 Holiday Veterans
 Nov. 22 Cesar Chavez Holiday (Observed)
 Nov. 23 Friday Before Easter Holiday (Observed)
 Nov. 24 Admissions Day Holiday (Observed)
 Nov. 25 Thanksgiving Holiday
 Nov. 26 Holiday Friday Following Thanksgiving Day

May

1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								

May 30 Memorial Day Holiday

December

			1	2	3	4				
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30	31					

Dec. 20 - Jan. 7 Winter Break
 Dec. 24 Christmas Eve Holiday
 Dec. 25 Christmas Day Holiday
 Dec. 31 New Year's Eve Holiday

June

				1	2	3	4			
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30						

June 2 No Minimum Day
 June 8 Last Day for Students and Staff (Minimum Day)
 June 16 Last Day for Admin Asst. and Office Tech

Final Calendar Verified:

NCETA: *[Signature]* 2/25/21
 CSEA: *[Signature]* 2/25/21
 District: *[Signature]* 2/25/21

Board Approval Date: _____

No Minimum Day
Admin Assistant and Office Tech
Holidays
Staff Return
Student Return
Break
Parent Teacher Conferences
Last Day

Agenda Item: **12. BUSINESS SERVICES**

Agenda Item: **12.A. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2021 (Exhibit E).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: School districts throughout the state are required to revise their budgets at specific times during the school year. This report is used to process budget revisions necessary to reflect current and projected conditions, and to provide a certification of the District's ability to meet its current year and multi-year financial obligations.

A positive certification means that the district will meet its current year and two subsequent years' fiscal obligations. A qualified certification means that the district may not meet its current year or two subsequent years' fiscal obligations. A negative certification, means that the district will not meet its current year or two subsequent years' fiscal obligations.

National School District's 2020-21 Second Period Interim Financial Report is being presented for Board approval with a positive certification.

Comments: Projected year totals identified on the attached state financial reports (SACS), reflect revisions to revenue and expenditures made to the budget made since the December 15, 2020 First Interim Report and Budget Revisions.

School districts are required to conduct a review of their Interim Reports in accordance with state adopted Criteria and Standards. In addition, AB 12 (Chapter 1213/91), which became effective January 1, 1992, requires each district to determine whether it can meet its financial commitments.

The Superintendent certifies that such reviews have been conducted and a copy must accompany the Interim Report when it is submitted to the Governing Board for approval. After the Interim Report is approved, it is submitted to the County Office of Education for review. Interim Financial Reports are required each fiscal year with effective dates of October 31 and January 31. The District is allowed 45 days from the effective date to report to the Board.

On December 15, 2020, the Board acknowledged a structural deficit caused by a decade of declining enrollment. The Board committed to correct this structural deficit by reducing \$4.2 Million in expenses in 2021-2022 and \$805,000 in 2022-2023. This spring, a budget reduction task force will be convened for the purpose of identifying recommended reductions necessary to reduce or eliminate the structural deficit.

Recommended Motion: Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2021 (Exhibit E).

Agenda Item: **12.B. Approve National School District Audit Report and its findings for the 2019-2020 fiscal year (Exhibit F).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Administration seeks approval from the Governing Board for the 2019-2020 fiscal district audit. School Districts are required by the State of California to file their audited financial statements with Governing Board approval for the preceding fiscal year with several state and county agencies annually.

The District audit included two audit findings for 2019-2020:

1. Education Code §46201 requires minimum instructional minutes in grades 4-8 of 54,000. Instructional minutes for fifth grade at John Otis Elementary School calculated to 53,335, an amount short of the minimum requirement by 665 minutes.
2. Education Code §42132 requires the District's governing board to adopt a resolution identifying actual appropriations limit, known as the GANN limit, for the prior year on or before September 15 of each year. This GANN limit is utilized in the calculation of the current year GANN limit. The audit identified a variance of prior year amounts when comparing the Final Prior Year Appropriations Limit to the 2018-19 Actual Appropriations Limit calculation of \$2,412.

A corrective action plan has been submitted with the audit to fix these findings. Mrs. Aubrey Mann, Partner at Wilkinson & Hadley & Co., LLP, will present and answer any questions about the audit.

Comments: It is the intent of the Legislature to encourage sound fiscal management practices among school districts for the most efficient and effective use of public funds for the education of the children in California by strengthening fiscal accountability at the district, county and state level.

Education Code 41020 requires the Governing Board to provide an audit of the books and accounts of the District, including an audit of school district income and expenditures by source of funds. The audit for the preceding fiscal year shall be conducted no later than December 15 and reported to the Board on or before January 31 and filed with the County Superintendent of Schools, the State Department of Education and the State Controller. However, because of the pandemic, the audit for the 2019-2020 school year was extended by Wilkinson & Hadley & Co., LLP to March 15, 2021.

Recommended Motion: Approve National School District Audit Report and its findings for the 2019-2020 fiscal year (Exhibit F).

Attachments:
Exhibit F

Agenda Item:

13. BOARD/CABINET COMMUNICATIONS

Agenda Item: **14. ADJOURNMENT**