



# Governing Board Agenda

**April 10, 2019**

## **Welcome**

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

## **Our Governance Team**

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

### **Barbara Avalos, Clerk**

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2020.

### **Maria Betancourt-Castañeda, Member**

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

### **Leighangela Brady, Secretary**

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

### **Brian Clapper, Member**

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2020.

### **Maria Dalla, Member**

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

### **Alma Sarmiento, President**

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

## **This meeting may be recorded**

In accordance with Board Policy, audiotapes of Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to schedule an appointment to listen to the audiotape.

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

## Speaking to the Board

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

## Compliance with Americans with Disabilities Act

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

## Translation Services

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

## Equal Opportunity Employer

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



**NATIONAL SCHOOL DISTRICT**

**VISION**  
*Our Promise...*  
Exceptionally Prepared Learners;  
Innovative and Compassionate World Citizens



**MISSION**  
*Creating Successful Learners... Now.*  
Each student in the National School District receives an exemplary, world-class education in a safe and 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**  
  
**We Believe...**  
Children first.  
Relationships matter.  
Whatever it takes!



## REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, April 10, 2019

Closed Session - 4:00 p.m.

Open Session - 6:00 p.m.

### AGENDA

If you wish to speak to the Board, please fill out a *Request to Speak* card located on the table at the entrance to the Board Room.

# REGULAR MEETING OF THE GOVERNING BOARD

## 1. CALL TO ORDER

## 2. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Alma Sarmiento,  
Board President

## 3. ADJOURN TO CLOSED SESSION

### 4. CLOSED SESSION- 4:00 p.m.

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

Three cases

Case No.37-2019-00013577-CU-OE-CTL

OAH Case No.2019030777

OAH Case No.2019031140

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

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

Agency negotiator: Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

## 5. RETURN TO OPEN SESSION

## 6. CALL TO ORDER

## 7. PLEDGE OF ALLEGIANCE

## 8. ROLL CALL

**9. PRESENTATIONS**

**9.A.** Recognize Mr. Robert Fincher, Ira Harbison School, as the National School District Volunteer of the Month for March 2019.

Isabel Silva, Principal,  
Ira Harbison School &  
Ms. Maria Dalla,  
Board Member

**9.B.** Recognize Socorro Cortazar, Teacher, John A. Otis School, as National School District Employee of the Month for March 2019.

Leticia Segura,  
Principal, John A. Otis  
School & Ms. Barbara  
Avalos, Board  
Member

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

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources &  
Ms. Alma Sarmiento,  
Board President

**10. PUBLIC COMMUNICATIONS**

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Alma Sarmiento,  
Board President

**11. AGENDA**

**11.A.** Approve agenda.

Leighangela Brady,  
Superintendent  
Alma Sarmiento,  
Board President

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

**12.A.** Minutes

**12.A.I.** Approve the minutes of the Special Board meeting held on March 11, 2019.

Leighangela Brady,  
Superintendent

**12.A.II.** Approve the minutes of the Regular Board Meeting held on March 13, 2019.

Leighangela Brady,  
Superintendent

**12.B.** Administration

**12.B.I.** Approve the National School District Governing Board meeting schedule for the 2019-20 school year.

Leighangela Brady,  
Superintendent

<b>12.C. Human Resources</b>	<b>12.C.I.</b> Ratify/approve recommended actions in personnel activity list.	Leticia Hernandez, Assistant Superintendent, Human Resources
	<b>12.C.II.</b> Accept the employee resignations/retirements.	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>12.D. Educational Services</b>		
<b>12.E. Business Services</b>		
	<b>12.E.I.</b> Ratify/approve purchase orders, contracts and warrants as summarized and detailed in EXHIBIT A.	Christopher Carson, Assistant Superintendent, Business Services
<b>13. GENERAL FUNCTIONS</b>		
	<b>13.A.</b> Adopt Resolution #18-19.28 regarding adopting a support position on current proposed legislation AB 39 (Muratsuchi), AB 428 (Medina, O'Donnell ET AL.), AB 760 (Cooper), and AB 331 (Medina ET AL.).	Leighangela Brady, Superintendent
	<b>13.B.</b> Adopt Resolution #18-19.29 regarding absence of Board Member Maria Betancourt-Castañeda due to illness.	Leighangela Brady, Superintendent
<b>14. EDUCATIONAL SERVICES</b>		
	<b>14.A.</b> Approve contract #CT3505 with Regents of the University of California Irvine for 2019-2020 to provide TK-6 support of math units at all sites.	Sharmila Kraft, Assistant Superintendent, Educational Services
	<b>14.B.</b> Approve contract #CT3588 for a Non-Public School Master Contract with Springall Academy to provide an educational program for special education students detailed in EXHIBIT B.	Sharmila Kraft, Assistant Superintendent, Educational Services
	<b>14.C.</b> Approve contract #CT3581 for an Individual Services Agreement for student #3703433 to receive an educational program from Springall Academy.	Sharmila Kraft, Assistant Superintendent, Educational Services
	<b>14.D.</b> Approve contract #CT3582 with Banyan Tree Educational Services to provide tutoring services for student #3708625.	Sharmila Kraft, Assistant Superintendent, Educational Services

<b>14.E.</b> Approve contract # CT3583 with Brain Learning Psychological Corporation for an independent educational evaluation for student #3705001.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>15. HUMAN RESOURCES</b>	
<b>15.A.</b> Approve job description for Child Nutrition Services Site Manager.	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>15.B.</b> Approve Side Letter of Agreement with the National City Elementary Teachers Association (NCETA) and National School District regarding class size for the 2018-2019 school year.	Leticia Hernandez, Assistant Superintendent Human Resources
<b>15.C.</b> Approve contract #CT3587 with Kathleen Filzenger for administrative support at Ira Harbison School.	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>16. BUSINESS SERVICES</b>	
<b>16.A.</b> Adopt Resolution #18-19.27 authorizing National School District to participate in the DigitalEdge Purchasing Program at Educational Service District 112 for the acquisition of educational technology and audio-visual equipment.	Christopher Carson, Assistant Superintendent, Business Services
<b>16.B.</b> Award contract #CT3584 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Palmer Way School.	Christopher Carson, Assistant Superintendent, Business Services
<b>16.C.</b> Award contract #CT3585 to Southwest Geophysics for Underground Utility Locator Services for the summer 2019 construction projects.	Christopher Carson, Assistant Superintendent, Business Services
<b>16.D.</b> Award contract #CT3586 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Olivewood School.	Christopher Carson, Assistant Superintendent, Business Services
<b>16.E.</b> Accept gifts	Christopher Carson, Assistant Superintendent, Business Services
<b>17. BOARD WORKSHOP</b>	
<b>18. BOARD/CABINET COMMUNICATIONS</b>	
<b>19. ADJOURNMENT</b>	

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **4. CLOSED SESSION- 4:00 p.m.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
Three cases  
Case No.37-2019-00013577-CU-OE-CTL  
OAH Case No.2019030777  
OAH Case No.2019031140

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

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

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

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

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



Agenda Item: **8. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Recognize Mr. Robert Fincher, Ira Harbison School, as the National School District Volunteer of the Month for March 2019.**

Speaker: Isabel Silva, Principal, Ira Harbison School & Ms. Maria Dalla, Board Member

Quick Summary / Abstract: Ira Harbison School is pleased to recognize Mr. Robert Fincher as the Volunteer of the Month. For the past several years, Mr. Fincher has been a dependable member of the Ira Harbison school community. He is actively involved in his child's learning, and has established meaningful partnerships with all of our staff.

Mr. Fincher serves as a role model of kindness and integrity. He is someone who enjoys spending time at our school on a regular basis. Mr. Fincher is always willing to support our students and staff, frequently lending a helping hand with unique projects and hands-on tasks. Not only does Mr. Fincher volunteer countless hours of his time as a parent leader at Ira Harbison School, he also participates in the Parent Teacher Association (PTA) and the District Parent Advisory Committee (DPAC).

As a dedicated environmental advocate, he recently joined the NSD Sustainability Committee, where we know he'll make a difference toward implementing District-wide green initiatives. We are glad to take this time to recognize Mr. Fincher for his selfless contributions to our school and district!

Agenda Item: **9.B. Recognize Socorro Cortazar, Teacher, John A. Otis School, as National School District Employee of the Month for March 2019.**

Speaker: Leticia Segura, Principal, John A. Otis School & Ms. Barbara Avalos, Board Member

Quick Summary / Abstract: Ms. Cortazar has been working with National School District for 22 years; 15 years at John A. Otis Elementary. The following are just a few examples of her commitment to our John Otis family:

**Commitment to Staff:**

Socorro Cortazar collaborates with staff on instructional strategies, ways to improve class efficiency, and implementation of innovative ideas. She is eager to help staff, and improve things in any way possible. For example, she has volunteered to be an early adopter for the iReady assessment. Likewise, two years ago, she provided her class guidance as they entered and won the classroom re-design contest for John A. Otis. Her participation will provide invaluable feedback as the district makes decisions on which furniture or technologies should be implemented.

**Commitment to Students and Parents:**

For the past few months, Socorro has stayed after school every Tuesday with the coding club; supporting students with the fundamentals required to have a basic understanding of computer coding. In addition, Socorro is highly respected by parents as she is always stepping up to orient parents or provide information regarding school or classroom policies. Ms. Cortazar does whatever it takes both inside and outside of the classroom.

The dedication Socorro has is phenomenal. Ms. Cortazar is a team player and is always willing to go above and beyond for our entire John A. Otis family.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Ms. Alma Sarmiento, Board President

Quick Summary / Abstract: The employees on the attached list were approved at the March 13, 2019 Governing Board Meeting.

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

Attachments:  
Introduce and welcome new employees

<b>Introduce &amp; Welcome 4/10/19</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>
1. Alicia Del Razo	Campus Student Supervisor	Rancho de la Nación School
2. Cecilia Martinez Rivera	Instructional Assistant – Health Care	Central School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **11. AGENDA**

Agenda Item: **11.A. Approve agenda.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

Agenda Item: **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Alma Sarmiento, Board President

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

Recommended Motion: Approve Consent Calendar



Agenda Item: **12.A. Minutes**

Agenda Item: **12.A.I. Approve the minutes of the Special Board meeting held on March 11, 2019.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Special Board meeting held on March 11, 2019.

Attachments:  
03/11/19-Special Board Minutes

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

March 11, 2019

4:00 PM

Rancho de la Nación School

1830 E. Division Street

National City, CA 91950

**Attendance Taken at 4:04 PM:**

Present:

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Absent:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Updated Attendance:

Ms. Barbara Avalos was updated to present at 4:12 PM

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 4:04 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

**4. PUBLIC COMMUNICATIONS**

None

**5. EDUCATIONAL SERVICES**

**5.1. Presentation and input for National School District's Local Control Accountability Plan.**

Board President, Alma Sarmiento welcomed the group and discussed the purpose of the meeting. She shared National School District's vision and explained the Board Members role

in hearing stakeholder input for the purpose of developing this year's Local Control Accountability Plan (LCAP).

Dr. Sharmila Kraft gave a presentation on the National School District (LCAP. Board Members and members of the audience gave input on the LCAP.

**6. ADJOURNMENT**

The meeting was adjourned at 5:58 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Regular Board Meeting held on March 13, 2019.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Regular Board Meeting held on March 13, 2019.

Attachments:  
03/13/2019-Regular Board Minutes

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

March 13, 2019  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 6:05 PM:**

Present:

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

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 5:30 p.m.

**2. PUBLIC COMMUNICATIONS**

Gloria Gonzales, NCETA, spoke regarding special education.

Molly Sterner, NCETA, spoke regarding special education.

Louisa Triandis, spoke regarding her work in the District.

Paul Brazzel, SDSU, spoke regarding school social worker support.

Alejandra, SDSU, spoke regarding school social worker support.

Nicollette, SDSU, spoke regarding school social worker support.

Ken Nakamura, SDSU, spoke regarding school social worker support.

Debbie Boerbaitz, spoke regarding school social worker support.

Amalia Hernandez, spoke regarding her work in the District.

Tamlyn Mckean, NCETA, spoke regarding school social worker support.

Christina Benson, NCETA, spoke regarding special education.

**3. ADJOURN TO CLOSED SESSION**

#### **4. CLOSED SESSION – 5:30 P.M.**

Closed session was held from 9:02 p.m. to 9:55 p.m.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to issue notice to release and reassign employee #699908 from an administrative position pursuant to Education Code section 44951, effective at the end of the 2018-2019 school year, and directed the Superintendent or designee to send out appropriate legal notices.

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

#### **6. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 6:05 p.m.

#### **7. PLEDGE OF ALLEGIANCE**

Student, Jazlene Hernandez, led the Pledge of Allegiance.

#### **8. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

#### **9. PRESENTATIONS**

##### **9.A. Presentation by Ira Harbison School students.**

Students from Ira Harbison School gave a presentation on their Hawk News Broadcast.

Board Member, Betancourt-Castañeda presented the students with a certificate, book and bookmark.

##### **9.B. Recognize Mr. Robert Fincher, Ira Harbison School, as the National School District Volunteer of the Month for March 2019.**

This item will be brought forward at a future meeting.

##### **9.C. Recognize Socorro Cortazar, teacher, John A. Otis School, as National School District Employee of the Month for March 2019.**

This item will be brought forward at a future meeting.

##### **9.D. Recognize and honor Ms. Sharron Cannon, Exalted Ruler of B.P.O.E. Chula Vista Elks Lodge No. 2011.**

Special recognition of Sharron Cannon, Exalted Ruler of B.P.O.E Chula Vista Elks Lodge No. 2011.

Board Member, Brian Clapper presented Ms. Cannon with a framed certificate of special recognition.

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

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

Board President, Alma Sarmiento, presented each new employee with a District pin.

**9.F. Presentation by the Citizens' Bond Oversight Committee regarding Measure N and Measure HH Projects.**

Ms. Anne Campbell, CBOC Chair, gave a presentation on behalf of the Citizens' Bond Oversight Committee regarding Measure N and Measure HH Projects.

At 6:55 p.m., Board President Sarmiento called the meeting to a recess.

At 7:06 p.m., Board President Sarmiento reconvened the public meeting.

**10. PUBLIC COMMUNICATIONS**

None

**11. AGENDA**

**11.A. Approve agenda.**

**Motion Passed:** Approve agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

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

**Motion Passed:** Following discussion Approve Consent Calendar passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

**12.A. Minutes**

**12.A.I. Approve the minutes of the Regular Board Meeting held on February 27, 2019.**

**12.B. Administration**

**12.B.I. Adopt Resolution #18-19.23 declaring the month of April 2019 as Public Schools Month and the week of April 15 through April 19, 2019, as Public Schools Week.**

**12.C. Human Resources**

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

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

**12.D. Educational Services**

**12.D.I. Adopt Resolution #18-19.24 declaring the week of April 8 through April 12, 2019 as the "Week of the Young Child."**

**12.E. Business Services**

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

**13. GENERAL FUNCTIONS**

**13.A. Discussion regarding biliteracy in the National School District.**

Dr. Leighangela Brady led a discussion with the Governing Board regarding biliteracy in the National School District.

**14. EDUCATIONAL SERVICES**

**14.A. Approve individual services contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education for student #3702981 for the 2018-2019 school year.**

**Motion Passed:** Approve individual services contract #CT3509 with Premier Healthcare Services, San Diego County Office of Education for student #3702981 for the 2018-2019 school year passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento



**14.B. Approve individual services agreement #CT3578 with Aseltine School to provide an educational program for student #3713060 for the 2018-2019 school year.**

**Motion Passed:** Approve individual services agreement #CT3578 with Aseltine School to provide an educational program for student #3713060 for the 2018-2019 school year passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

**14.C. Amend Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of increased student health services.**

**Motion Passed:** Following discussion Amend Contract #CT3451 with Rady Children's Hospital - San Diego for the provision of increased student health services passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

**15. HUMAN RESOURCES**

**15.A. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2019-2020 school year.**

**Motion Passed:** Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2019-2020 school year passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

**16. BUSINESS SERVICES**

**16.A. Discussion on Palmer Way School Parking Lot architectural drawings.**

Christopher Carson led a discussion on Palmer Way School Parking Lot architectural drawings.

**16.B. Award Contract #CT3575 to Chavez and Associates for Inspector of Record Services.**

**Motion Passed:** Award Contract #CT3575 to Chavez and Associates for Inspector of Record Services passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Betancourt-Castañeda.

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

**16.C. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2019 (see Exhibit B).**

Chris Carson gave a presentation on the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2019.

**Motion Passed:** Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2019 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

**16.D. Accept Gifts.**

**Motion Passed:** Accept Gifts passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

**17. BOARD WORKSHOP**

**18. BOARD/CABINET COMMUNICATIONS**

Ms. Maria Betancourt-Castañeda wished her son, Daniel Castañeda, a Happy Birthday. She thanked the students for the great presentation and was pleased to have been a part of it. She thanked Ms. Anne Campbell for her presentation and participation on the Citizen's Bond Oversight Committee. She thanked Ms. Sharron Cannon for the hundreds of dictionaries given to National School District students. She congratulated the Certificated and Classified Employees of the Year.

Ms. Maria Dalla congratulated the Certificated and Classified Employees of the Year. She thanked the students for their wonderful presentation. She thanked Ms. Anne Campbell for her presentation and participation on the Citizen's Bond Oversight Committee.

Mr. Brian Clapper thanked everyone for their presentations. He thanked the Host Lions and Kiwanis Club of Sweetwater for their work at the last Clothing Pantry event. He shared he

was a part of the fantastic Mariachi Festival this past Sunday. He shared how much he enjoyed the Bikes4Kids distributions at Rancho de la Nación School.

Ms. Barbara Avalos thanked the students for their wonderful presentation. She shared she attended the Superintendents' Appreciation Dinner. She shared she was able to attend the Legislative Action Day in Sacramento on March 12<sup>th</sup> and met with several legislators.

Dr. Leticia Hernandez congratulated the Certificated and Classified Employees of the Year.

Mr. Christopher Carson explained that discrepancies in the board meeting setup were due to substitute help instead of the regular custodian support.

Dr. Sharmila Kraft thanked Ms. Sharron Cannon for the hundreds of dictionaries given to National School District students. She wished everyone a Happy Spring Break.

Dr. Leighangela Brady thanked the Governing Board for adopting resolution #18-19.14 in support of an accurate 2020 Census opposing the citizenship question in September 2018. She shared that the District will hold a School Safety Forum on March 14<sup>th</sup> at 6:00 p.m. at Rancho de la Nación. She congratulated the Certificated and Classified Employees of the Year.

Ms. Alma Sarmiento shared that she attended the Superintendent's State of the District Presentation at Palmer Way. She shared that the District hosted a Legislative Action Committee meeting on March 2<sup>nd</sup> with guests including South County School District's Superintendents along with their leaders, and California legislators' representatives. She shared there will be a follow-up meeting on March 16<sup>th</sup> at 8:30 a.m. at the South County Regional Education Center (SCREC). She shared she participated in the Read Across America event and read to her granddaughter's class.

## **19. ADJOURNMENT**

The meeting was adjourned to Closed Session at 9:02 p.m.

Board President, Alma Sarmiento, announced that in closed session the Governing Board voted unanimously to issue notice to release and reassign employee #699908 from an administrative position pursuant to Education Code section 44951, effective at the end of the 2018-2019 school year, and directed the Superintendent or designee to send out appropriate legal notices.

The meeting was adjourned at 9:55 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **12.B. Administration**

Agenda Item: **12.B.I. Approve the National School District Governing Board meeting schedule for the 2019-20 school year.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: The National School District Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December, January and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

The proposed schedule is attached.

Attachments:  
Governing Board Meeting Schedule - 2019-20

# NATIONAL SCHOOL DISTRICT

## GOVERNING BOARD MEETING SCHEDULE 2019-2020

### DATES

July 10, 2019

August 7, 2019

August 21, 2019

September 11, 2019

October 9, 2019

October 23, 2019

November 13, 2019

December 11, 2019

January 22, 2020

February 12, 2020

February 26, 2020

March 11, 2020

April 8, 2020

April 22, 2020

May 6, 2020 \*

May 20, 2020 \*

June 10, 2020

June 24, 2020

*\*All meetings will be held at the Administration Center, with the exception of May 6 and 20, 2020, which will be held at Rancho de la Nación School. All meetings will begin at 6:00 p.m.*

Agenda Item: **12.C. Human Resources**

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Recommended Motion: Ratify/approve recommended actions in personnel activity list.

Financial Impact: See staff recommendations table.

Attachments:  
Staff recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**  
**April 10, 2019**

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

None			
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**Temporary Employment**

1. Alma Armida Valencia	Impact Teacher 4 hours per day Not to exceed 134 days per year Central School	April 11, 2019 to June 5, 2019	Daily Impact Teacher Rate of \$159.65	School Site Fund
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**Release of Temporary Employment**

2. Alma Armida Valencia	Impact Teacher	Release from temporary assignment on June 5, 2019		
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**Additional Duties**

None			
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**Contract Extension/Change**

None			
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**Unpaid Leave of Absence**

3. Bree De La Garza	Teacher Palmer Way School	2019-2020 school year	Studies Abroad	
4. Cheri Trevino	Teacher Palmer Way School	2019-2020 school year	Child Rearing	
5. Jessica Yoon	Teacher Palmer Way School	2019-2020 school year	Child Rearing	

**CLASSIFIED STAFF RECOMMENDATIONS**  
**April 10, 2019**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
6. David Ayala Ocegueda	Instructional Assistant-Health Care 3.25 hours per day 210 days per year Lincoln Acres School	April 12, 2019	Range 18 Step 1	Site Fund
7. Brenda Burciaga	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	April 12, 2019	Range 8 Step 1	Site Fund
8. Lisbeth Contreras	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	April 12, 2019	Range 8 Step 1	Site Fund
9. Diana Estrada	Child Nutrition Services Assistant 3 hours per day 208 days per year Central School	April 12, 2019	Range 11, Step 1	Site Fund
10. Gladys Leon	Campus Student Supervisor 3 hours per day 210 days per year Lincoln Acres School	April 12, 2019	Range 8 Step 1	Site Fund
11. Marco St. John	Maintenance Worker-HVAC 8 hours per day 12 months per year Maintenance & Operations Department	April 12, 2019	Range 28, Step 1	General Fund
12. Maura Vega	Administrative Assistant-School 8 hours per day 223 days per year Las Palmas School	April 12, 2019	Range 25, Step 1	General Fund

**Temporary Employment**

None				
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**Additional Duties**

None				
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**Contract Extension/Change**

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13. Jodie Astrop	From Campus Student Supervisor Lincoln Acres School To Instructional Assistant-Health Care 3.25 hours per day 210 days per year Palmer Way School	April 11, 2019	Range 18, Step 1	General Fund
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**Leave of Absence**

None				
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Recommended Motion: Accept the employee resignations/retirements.

Attachments:  
Resignations/Retirements

<b>Resignations 4/10/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Jodie Astrop	Campus Student Supervisor	Lincoln Acres School	April 10, 2019
Lia Houck	Teacher	Lincoln Acres School	March 14, 2019

<b>Retirements 4/10/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Celia Figueroa	Child Nutrition Services Site Manager	Palmer Way School	June 5, 2019
Maria D. Gutierrez	Child Nutrition Services Site Manager	Rancho de la Nación School	March 31, 2019

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

Rationale: None

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:  
EXHIBIT A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Adopt Resolution #18-19.28 regarding adopting a support position on current proposed legislation AB 39 (Muratsuchi), AB 428 (Medina, O'Donnell ET AL.), AB 760 (Cooper), and AB 331 (Medina ET AL.).**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Advocating for legislation that supports the students of the National School District is a priority for the Governing Board. Attached is a resolution taking a position of support on current proposed legislation.

Adopting this resolution confirms the Governing Board's support of AB 39 (Muratsuchi), AB 428 (Medina, O'Donnell ET AL.), AB 760 (Cooper), and AB 331 (Medina ET AL.).

Comments: Members of the National School District Governing Board and the District Superintendent have supported these bills through membership in CSBA, participation in Legislative Action Day in Sacramento on March 12, 2019, and participation in a South County Legislative Action Committee on March 2, 2019 and March 16, 2019.

Recommended Motion: Adopt Resolution #18-19.28 regarding adopting a support position on current proposed legislation AB 39 (Muratsuchi), AB 428 (Medina, O'Donnell ET AL.), AB 760 (Cooper), and AB 331 (Medina ET AL.).

Attachments:  
Resolution 18-19.28

# National School District Resolution

#18-19.28

**ADOPTING A SUPPORT POSITION ON CURRENT PROPOSED LEGISLATION AB 39 (MURATSUCHI), AB 428 (MEDINA, O'DONNELL ET AL.), AB 760 (COOPER) AND AB 331 (MEDINA ET AL.).**

**WHEREAS**, the National School District supports legislation that provides fair and adequate funding for California School Districts that is commensurate with the National average in per-pupil funding for education.

**WHEREAS**, the National School District supports legislation that provides additional funding for students with significant disabilities, and helps Districts to meet the educational needs of students with disabilities.

**WHEREAS**, the National School District supports legislation that provides additional funding for increasing transportation costs needed to assist students in getting safely to and from school.

**WHEREAS**, the National School District supports legislation that upholds our values and celebrates the rich and diverse cultures that our District represents.

**WHEREAS**, members of the National School District Governing Board and the District Superintendent attended a Legislative Action Day in Sacramento on March 12, 2019 to advocate for legislative support of AB 39 (Muratsuchi)- Education finance: Local Control Funding Formula, AB 428 (Medina, O'Donnell et al.)- Special education funding, AB 760 (Cooper)- Education finance: Transportation COLA, and AB 331 (Medina et al.)- Ethnic studies.

**WHEREAS**, the California School Boards Association, of which the National School District Governing Board is a member, has taken a position of support for these same bills among others.

**WHEREAS**, members of the National School District Governing Board and the District Superintendent participated on March 2, 2019 and March 16, 2019 in a South County Legislative Action Committee representing six school districts (Chula Vista, Coronado, National, San Ysidro, South Bay, Sweetwater) that serve over 91,000 K-12 students, and in collaboration with 12 labor organizations, took a position of support for these same bills among others.





Agenda Item: **13.B. Adopt Resolution #18-19.29 regarding absence of Board Member Maria Betancourt-Castañeda due to illness.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Maria Betancourt-Castañeda was absent from the Special Board meeting held on March 11, 2019, 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 #18-19.29 regarding absence of Board Member Maria Betancourt-Castañeda due to illness.

Attachments:  
Resolution 18-19.29

# National School District

## Resolution

#18-19.29

### Absence of Board Member Maria Betancourt-Castañeda 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 Betancourt-Castañeda was absent from the Special Board meeting held on March 11, 2019, due to illness and shall receive the maximum monthly compensation for March 2019.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 10th day of April 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

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

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Secretary to the Governing Board

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve contract #CT3505 with Regents of the University of California Irvine for 2019-2020 to provide TK-6 support of math units at all sites.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The National School District proposes to continue the partnership with The Regents of the University of California Center for Educational Partnerships – Irvine Math Project to collaborate on TK-6 math units at all sites. This collaboration will include (but not limited to) the following:

- Four days of K-6 Administrator Professional Development
- Create Special Education Pacing for K-6 math
- Professional Development for Resource and Special Day Class Teachers
- Fortify K-6 Pacing
- Provide Three Days Pedagogical Content Professional Development Days For Each Grade, K- 6
- Onboarding for New Teachers/New to Grade Level Start of School Professional Development
- Professional Development for Grades 3-6 Teachers to Better Prepare Students for Smarter Balanced Assessments Through Performance Tasks
- Trainer of Trainer Professional Development for Teacher Leaders

Recommended Motion: Approve contract #CT3505 with Regents of the University of California Irvine for 2019-2020 to provide TK-6 support of math units at all sites.

Financial Impact: Contract cost: Not to exceed \$158,000.00  
Additional staffing costs: Not to exceed \$135,000.00  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3505



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions for Sales and Services

This Sales and Services Agreement (this "Agreement"), dated 7/1/2019 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a Corporation as established in Article IX, Section 9 of the California State Constitution public, on behalf of the University of California, Irvine, Center for Educational Partnerships, Irvine Math Project, and National School District ("Client"), having a principal place of business at 1500 N Avenue, National City, CA 91950.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## Section 2 – Statement of Work.

### 2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

### 2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

### 2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### 2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

**2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

**Section 3 – Fees and Payment Schedule.**

**3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

**3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

**3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

**Section 4 – Insurance.**

**Section 4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance  
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000

Personal and Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Workers Compensation as required by law.

**Section 4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence: \$1,000,000

Products/Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Workers Compensation as required by law.

**Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the grossly negligent or wrongful acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnifying party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

**Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE

FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

#### **Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on [Exhibit A](#)) with written notification that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

#### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on [Exhibit A](#).



### **Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

### **Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

### **Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

### **Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

### **Section 16 – 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

### **Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

**Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

**Section 20 – Governing Law and Venue.**

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

**Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**Section 22 – Entire Agreement/Integration.**

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client’s purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

**Section 23 - Authority of Parties/Signatories.**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ACKNOWLEDGED AND ACCEPTED BY:

**The Regents of the University of California**



(UC Irvine Department Approval)

Name: Stephanie Reyes-Tuccio Ph.D.

Title: Assistant Vice Chancellor, Educational Partnerships

4/3/19  
Date

\_\_\_\_\_  
Used by UCI Procurement Services.  
Procurement Services

\_\_\_\_\_  
Date

**Buyer:** National School District

\_\_\_\_\_  
*Signature*

Name: Christopher Carson

Title: Assistant Superintendent, Business Services

Tax ID #:

\_\_\_\_\_  
Date

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

**EXHIBIT A – STATEMENT OF WORK**

**I. PARTIES**

**Client**

Full Legal Name: National School District

Address (principal place of business): 1500 N Avenue, National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Sharmila Kraft, Assistant Superintendent, Educational Services

Invoice Remittance Address/Instructions: Accounts Payable: 1500 N Avenue, National City, CA 91950

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

**University**

Name (of Campus/Department): Center for Educational Partnerships, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine CA, 92697-2505

Phone Number: 949-824-6278

University Contact: Karajean Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier's Office, University of California, Irvine, CA 92697-1975

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

**II. TERM OF AGREEMENT**

This Agreement begins on July 1, 2019 and ends on June 30, 2020, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

**III. STATEMENT OF WORK**

**Services:**

Services are outlined as per Appendix A, attached hereto and made part of this agreement.

**Deliverables:**

N/A

Information/Materials provided by Client:

N/A

Additional Client Responsibilities:

N/A

#### **IV. FEES AND PAYMENT SCHEDULE**

Fees (i.e., Rates/Cost): \$ 157,916

Payment Schedule: Invoice client at end of services, Net 30

Terms of Payment:

Limitations of Charges (if any): N/A

Invoicing Address: Accounts Payable: 1500 N Avenue, National City, CA 91950

Form of Payment: Check Payable to: The Regents of the University of California

**Irvine Math Project- National City School District School District  
Math Proposal 2019-2020**

To continue to support the preparation of NSD teachers to successfully implement the common core math standards, the UC Irvine Math Project will partner with the district to provide SPED pacing, content and pedagogy focused PD and administrator training.

<b>2019-2020 Professional Development</b>		
<p><b>4 Days of K-6 Administrator PD.</b> The 2 Fall days will focus on preparing administrators to know what to look for in classrooms and what feedback to provide and then practice this with video lessons. The 2 Winter/Spring dates will include classroom walk-throughs, analysis and debrief about the observation and subsequent support to provide.</p>	\$2,070 per day x 4 days	\$8,280
<p><b>Create SPED Pacing for K-6 math.</b> Each course will take the existing pacing and note which lessons could be skipped, which to spend more time on and the overall pacing for these students. Suggestions will be based upon the vertical articulation of the standards and knowledge of what SPED students can and will use and learn.</p>	\$2,000 per course.  7 courses	\$14,000
<p><b>Edit K-6 Pacing</b> to new order requested by teachers and to be organized by Trimester.</p>	\$1,000 per course  7 courses	\$7,000
<p><b>Provide 3 days Pedagogical Content PD days for each grade, K- 6.</b> Each day will focus on a major unit for that grade, with teachers participating in lessons to understand the content and pedagogical approaches. Teachers will analyze strategies and consider how the content fits in the overall progression of that topic. Each day will end with teachers reading and analyzing the corresponding framework section to understand the pacing. Academic Language will be a theme focused upon and brought out during all content days. PD scheduled as release days</p>	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  3 days per course x 7 courses = 21 days.	\$43,470
<p><b>Provide Start of School PD</b> to teachers who are new, changed grade levels or missed receiving solid support for major math topics taught early in the year. 1 day each for grades 3 &amp; 6 2 days each for grades 4 &amp; 5</p>	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  Grade 3: Multiplication Grade 4: Multiplication & Fractions Grade 5: Add/Sub fractions & Mult. Divide fractions Grade 6: Ratios  6 Total days	\$12,420
<p><b>Provide PD for grades 3-6 teachers</b> to better prepare students for <b>SBAC through Performance Tasks and Unit Exam analysis and re-teaching strategies.</b> Day 1 involves training the DRT's to lead an introductory day helping teachers understand unit</p>	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  1 day DRT's	\$18,630

exams, SBAC creation and performance tasks specifications. DRTs will then lead ½ days with grades 3-6 teachers to prepare them to implement performance tasks and unit exams. Days 2-3 for EACH grade level will involve bringing back results from exams/PTs to learn how to implement the rubric, look for patterns in student understanding, and discuss next steps in instruction. Teachers will each attend ½ day as a release time.	2 days per course, grades 3-6.  9 Total Days	
<b>Provide PD for Demo Teachers.</b> Each trimester, IMP will train the DRT's and Demo teachers on a specific pedagogical topic: CGI/OA word problems, Number Talks, and Classroom Discourse. IMP will help this group know how to implement these strategies as well as help them plan a PD they can lead during the breaks.	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  1 day per trimester (day includes all grades) 3 total days	\$6,210
<b>Provide Classroom Support for Demo Teachers</b> IMP will observe the Demo teachers as they implement the pedagogical topic from the PD day and provide support through modeling, co-teaching or debrief and analysis. Trimester 1, IMP will directly support all Demo teachers. Trimesters 2 & 3, IMP will directly support targeted teachers while having DRTs join so they can support the remaining demo teachers.	\$2,070 per presenter per day  Trimester 1: 7 days- 1 day per grade level (up to 3 teachers per grade level)  Trimesters 2 & 3: 3 days per trimester to support selected teachers directly in their classroom  13 Total days	\$26,910
<b>Provide PD for RSP and SDC Teachers.</b> Days will focus on research on How the Brain Learns Math and Universal Design for Learning. In addition, each day will devote time to the vertical development of major topics so teachers can support those ready above and below their target grade level.	\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers  2 days (1 focused on K-2 and 1 day for 3-6 topics)	\$4,140
<b>General Support &amp; Product Review</b> General Teacher, Admin team, district, and partnership communication and support. Includes review of all products.		\$2,500
<b>2019-2020 Totals and Overhead</b>		
10% UGI CFEP Indirect Rate		\$14,356
<b>Total 2019-2020</b>		<b>\$157,916</b>

Agenda Item: **14.B. Approve contract #CT3588 for a Non-Public School Master Contract with Springall Academy to provide an educational program for special education students detailed in EXHIBIT B.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Springall provides an intensive, structured, individualized special education program with the goal being to encourage, nurture, respect and support students in achieving their full potential.

Recommended Motion: Approve contract #CT3588 for a Non-Public School Master Contract with Springall Academy to provide an educational program for special education students detailed in EXHIBIT B.

Financial Impact: Contract fee: \$190.02 per day  
Additional staffing costs: \$0  
Other costs: \$0  
General Fund

Attachments:  
EXHIBIT B



Agenda Item: **14.C. Approve contract #CT3581 for an Individual Services Agreement for student #3703433 to receive an educational program from Springall Academy.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The IEP Team has determined that student #3703433 requires a non-public school program to best meet his educational needs and has agreed that Springall Academy has an appropriate program designed to meet the unique needs of this student.

Recommended Motion: Approve contract #CT3581 for an Individual Services Agreement for student #3703433 to receive an educational program from Springall Academy.

Financial Impact: Contract cost: Not to exceed \$11,000.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3581



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)	57.50/hr						
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_  
 \_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 4/11/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
 \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Springall Academy  
 (Name of Nonpublic School)

National School District  
 (Name of School District)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

Andrea Vargas, President Schools Group  
 (Name and Title)

Chris Carson, Assistant Superintendent - Business Services  
 (Name of Superintendent or Authorized Designee)

Agenda Item: **14.D. Approve contract #CT3582 with Banyan Tree Educational Services to provide tutoring services for student #3708625.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Settlement agreement based on OHA Case No.2019010555 outlines the agreed provision of tutoring services from Banyan Tree Educational Services for (50) hours of tutoring as compensatory services provided by a non-public service agency (NPA).

Recommended Motion: Approve contract #CT3582 with Banyan Tree Educational Services to provide tutoring services for Student #3708625.

Financial Impact: Contract cost: Not to exceed \$3,900.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3582

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
Fund Res Goal Function Object School

Contract No. CT #3582

## 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 **Banyan Tree Educational Services**, 2820 Roosevelt Road Suite 101

Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA</u>	<u>92106</u> , hereinafter referred to as "Contractor."
City	State	Zip Code

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

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

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

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

1. Provide tutoring services for student #3708625.  
\_\_\_\_\_  
\_\_\_\_\_

(For additional explanation of services, attach Exhibit A, which then will be incorporated here in full by this reference.)

2. Term. Contractor shall commence providing services under this Agreement on April 11, 2019, and will diligently perform as required and complete performance by June 20, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \_\_\_\_\_ Dollars (\$3,900.00 \_\_\_\_\_). District shall pay Contractor according to the following terms and conditions: Banyan Tree Educational Services will invoice NSD.
- 
- 
- 

(For additional explanation of reimbursement terms, attach Exhibit B, which then will be incorporated here in full by this reference.)

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:  
None
- 
- 

(For additional explanation of expense reimbursement terms, attach Exhibit C, which then will be incorporated here in full by this reference.)

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

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



8. Confidentiality and Use of Information.

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

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

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

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

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
  - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Meghann O'Connor  
1500 N Avenue  
National City, CA 91950

For Contractor: Banyan Tree Educational Services  
2820 Roosevelt Road, Suite 104  
San Diego CA 92106

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 April, 2019.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

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

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

Chris Carson  
\_\_\_\_\_  
Typed or Printed Name

Nanci Engle, Executive Director  
\_\_\_\_\_  
Typed Name

Assist. Supt. Business Services/Superintendent  
\_\_\_\_\_  
Title

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

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

(619) 637-5428  
\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item: **14.E. Approve contract # CT3583 with Brain Learning Psychological Corporation for an independent educational evaluation for student #3705001.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: An (IEE) is requested for student #3705001 for an Educationally Related Mental Health Evaluation by Dr. R .Haytansghin, of Brain Learning Psychological Corporation. This evaluation would gather additional information as it relates to the child's mental health status.

Comments: The professional independent educational evaluation (IEE), in accordance to CFR 300.502(a)(3) is an evaluation conducted by a qualified examiner who is not employed by the school district or other public agency responsible for the education of the student.

Recommended Motion: Approve contract # CT3583 with Brain Learning Psychological Corporation for an independent educational evaluation for student #3705001.

Financial Impact: Contract cost: Not to exceed \$2,000.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3583

## **LECTURER/PERFORMER AGREEMENT PROCEDURES**

The attached Lecturer/Performer Agreement is to be used for short-term events requiring a one-time payment (not paid through payroll).

Please refer to the following checklist to ensure proper execution of the agreement:

- ❑ Call Evelyn Sanchez at extension 7710 for a contract number. Provide the name of the Lecturer/Performer, type of service to be performed, dates of services, and amount of contract.
- ❑ If contract amount exceeds \$500, create an agenda item on <http://agendeaonline.net> two weeks before the next board meeting.
- ❑ Fill out each item on contract carefully. If not applicable, write N/A in the space. **IMPORTANT:** Any materials not listed on the contract CANNOT be provided by the District.
- ❑ Have the contract signed and dated by the Lecturer/Performer. Make sure a Taxpayer Identification Number/Social Security Number is provided.
- ❑ Have the Lecturer/Performer complete a W-9.
- ❑ Have the Lecturer/Performer complete the fingerprinting certification.
- ❑ Inform the Lecturer/Performer that he/she needs to submit an invoice to Business Services upon completion of service. The name and contract number on the invoice must be identical to the name and contract number on the contract.
- ❑ Make a copy of the contract for your files and forward the original to the program director, if applicable, or to the Assistant Superintendent, Business Services for signature.

**PLEASE NOTE: All contracts must be approved by the Governing Board prior to the performance of the service regardless of amount.**

If you have any questions, please call Evelyn Sanchez in Business Services at x7710.

[ \_\_\_\_\_ ]  
Fund Res Goal Function Object School

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

## National School District Lecturer/Performer Agreement

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

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

1. Services to be provided by Contractor. \_\_\_\_\_ at \_\_\_\_\_  
Location \_\_\_\_\_
2. Term. Contractor shall provide services under this Agreement on \_\_\_\_\_, \_\_\_\_\_.
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 within 15 days of receipt of invoice by Business Services.
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. 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:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**CONTRACTOR**

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

\_\_\_\_\_  
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: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve job description for Child Nutrition Services Site Manager.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: As the requirements have changed over the last several years, the Child Nutrition Services Site Managers are no longer required to have the Food Handler's Card. The current ServSafe requirement meets all of the requirements needed for the position therefore a Food Handler's card is no longer relevant to the position.

Comments: The attached revised job description is being presented for approval. The Food Handler's Card would be removed from the job description. See attached job description.

Recommended Motion: Approve job description for Child Nutrition Services Site Manager.  
Leticia Hernandez, Assistant Superintendent, Human Resources

Attachments:  
Child Nutrition Services Site Manager Job Description

**CHILD NUTRITION SERVICES SITE MANAGER**

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**Purpose Statement:**

The job of Child Nutrition Services Site Manager is done for the purpose/s of directing a child nutrition services operation and related activities at an assigned school site under the direction of the Child Nutrition Services Director; providing and serving high quality, nutrition meals that meet the mandated nutritional standard of the National School Lunch, Breakfast and After School Snack programs; and providing oversight of assigned personnel.

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**Essential Functions**

- Attend meetings (e.g. in-service training, CNS meetings, etc.) for the purpose of receiving and/or conveying information.
- Communicates with site administrators, staff, parents and others for the purpose of providing information and/or direction regarding Child Nutrition Services operations.
- Confers with the Director regarding Child Nutrition Services needs, condition and menu changes for the purpose of maintaining established food quality standards related to taste, appearance and good nutrition and federal and state standards.
- Inputs information in the sub finder system (e.g. recording absences, vacations, sick leave, etc.) for the purpose of ensuring and up-to-date reference trail and/or adequate coverage to achieve departmental objectives.
- Inspects food items and/or supplies for the purpose of verifying quantity and specifications of orders and/or complying with mandated health standards.
- Inventories food and supplies for the purpose of ensuring availability of items.
- Manages Child Nutrition Service operations at an assigned school site for the purpose of providing safe and efficient food services in compliance with mandated nutritional and dietary requirements of the National School Lunch, Breakfast and After School Snack program.
- Opens Child Nutrition Services facilities (e.g. opening gates, doors, turning on equipment, lights, alarms, etc.) for the purpose of ensuring that the facilities are ready for staff and outside vendor deliveries.
- Oversees and trains assigned personnel under direction from the Director of Child Nutrition Services (e.g. provides input on transfers, employee performance, goals, evaluations, etc.) for the purpose of ensuring that the department functions in a safe and efficient manner.
- Participates in various activities (e.g. estimate/requisition food quantities, marketing activities, BBQ's picnics, equipment and supplies, receives, inspects, verifies deliveries, etc.) for the purpose of meeting mandated nutritional requirement and projected meal requirements.
- Performs functions as required of another position within area of responsibility (e.g. serving/storage of food, cook meals, bake goods, check proper temperatures, etc.) for the purpose of providing overall coverage of food service operations.
- Prepares documentation (e.g. inventory, including cash deposits, requisitions, daily reports, menu production) for the purpose of providing written support and/or conveying information.

**Other Functions**

- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.

## OLD JOB DESCRIPTION

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating equipment used in food preparation; operating standard office equipment including utilizing pertinent software applications; adhering to safety practices; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes: quantity cooking; safety practices and procedures; food safety requirements; and child nutrition program requirements.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. In working with others, problem solving is required to identify issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; maintaining confidentiality; meeting deadlines and schedules; setting priorities and adapting to changing priorities; working as part of a team; and working with constant interruptions.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a small work unit; and monitoring budget expenditures. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the Organization's services.

#### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 15% sitting, 15% walking, and 70% standing. The job is performed under with some temperature extremes and some hazardous conditions.

**Experience** Job related experience with increasing levels of responsibility is required.

**Education** Targeted job related education that meets organization's prerequisite requirements.

#### **Required Testing**

Pre-Employment Drug Screening  
Pre-Placement Physical Exam  
Pre-Employment Proficiency Test

#### **Certificates & Licenses**

Valid State Driver's License & Evidence of Insurability  
ServSafe Certificate  
Food Handler's Card

#### **Continuing Ed./ Training**

Maintain Certification(s)

#### **Clearances**

Criminal Justice/Fingerprint Clearance  
Tuberculosis Clearance

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#### **FLSA Status**

Non Exempt

#### **Approval Date**

08/10/16

#### **Salary Grade**

Clsfd 20

**CHILD NUTRITION SERVICES SITE MANAGER****Purpose Statement:**

The job of Child Nutrition Services Site Manager is done for the purpose/s of directing a child nutrition services operation and related activities at an assigned school site under the direction of the Child Nutrition Services Director; providing and serving high quality, nutrition meals that meet the mandated nutritional standard of the National School Lunch, Breakfast and After School Snack programs; and providing oversight of assigned personnel.

**Essential Functions**

- Attend meetings (e.g. in-service training, CNS meetings, etc.) for the purpose of receiving and/or conveying information.
- Communicates with site administrators, staff, parents and others for the purpose of providing information and/or direction regarding Child Nutrition Services operations.
- Confers with the Director regarding Child Nutrition Services needs, condition and menu changes for the purpose of maintaining established food quality standards related to taste, appearance and good nutrition and federal and state standards.
- Inputs information in the sub finder system (e.g. recording absences, vacations, sick leave, etc.) for the purpose of ensuring and up-to-date reference trail and/or adequate coverage to achieve departmental objectives.
- Inspects food items and/or supplies for the purpose of verifying quantity and specifications of orders and/or complying with mandated health standards.
- Inventories food and supplies for the purpose of ensuring availability of items.
- Manages Child Nutrition Service operations at an assigned school site for the purpose of providing safe and efficient food services in compliance with mandated nutritional and dietary requirements of the National School Lunch, Breakfast and After School Snack program.
- Opens Child Nutrition Services facilities (e.g. opening gates, doors, turning on equipment, lights, alarms, etc.) for the purpose of ensuring that the facilities are ready for staff and outside vendor deliveries.
- Oversees and trains assigned personnel under direction from the Director of Child Nutrition Services (e.g. provides input on transfers, employee performance, goals, evaluations, etc.) for the purpose of ensuring that the department functions in a safe and efficient manner.
- Participates in various activities (e.g. estimate/requisition food quantities, marketing activities, BBQ's picnics, equipment and supplies, receives, inspects, verifies deliveries, etc.) for the purpose of meeting mandated nutritional requirement and projected meal requirements.
- Performs functions as required of another position within area of responsibility (e.g. serving/storage of food, cook meals, bake goods, check proper temperatures, etc.) for the purpose of providing overall coverage of food service operations.
- Prepares documentation (e.g. inventory, including cash deposits, requisitions, daily reports, menu production) for the purpose of providing written support and/or conveying information.

**Other Functions**

- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.

# NEW JOB DESCRIPTION

## **Job Requirements: Minimum Qualifications**

### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating equipment used in food preparation; operating standard office equipment including utilizing pertinent software applications; adhering to safety practices; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes: quantity cooking; safety practices and procedures; food safety requirements; and child nutrition program requirements.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. In working with others, problem solving is required to identify issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; maintaining confidentiality; meeting deadlines and schedules; setting priorities and adapting to changing priorities; working as part of a team; and working with constant interruptions.

### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a small work unit; and monitoring budget expenditures. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the Organization's services.

### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 15% sitting, 15% walking, and 70% standing. The job is performed under with some temperature extremes and some hazardous conditions.

**Experience** Job related experience with increasing levels of responsibility is required.

**Education** Targeted job related education that meets organization's prerequisite requirements.

### **Required Testing**

Pre-Employment Drug Screening  
Pre-Placement Physical Exam  
Pre-Employment Proficiency Test

### **Certificates & Licenses**

Valid State Driver's License & Evidence of Insurability  
ServSafe Certificate  
Food Handler's Card

### **Continuing Ed./ Training**

Maintain Certification(s)

### **Clearances**

Criminal Justice/Fingerprint Clearance  
Tuberculosis Clearance

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### **FLSA Status**

Non Exempt

### **Approval Date**


### **Salary Grade**

Clsfd 20

**MEMORANDUM OF UNDERSTANDING**  
**By and Between the California School Employees Association**  
**and its National Chapter # 206**  
**and the National School District**  
**March 20, 2019**

It is hereby agreed to between the California School Employees Association (CSEA) and its National Chapter #206 and the National School District (District)

- The District and CSEA agreed the attached job description will remove the Food Handler's Card as a requirement under the job description as Service Safe Certificate fulfills the requirement under Certificate and License .
- Salary Range remains the same.

  
\_\_\_\_\_

Mona Ribada, Chapter 206 Past President

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Joni Collins, Labor Relations Representative

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Leticia Hernandez, Assistant Superintendent of Human Resources

  
\_\_\_\_\_

Date

Agenda Item: **15.B. Approve Side Letter of Agreement with the National City Elementary Teachers Association (NCETA) and National School District regarding class size for the 2018-2019 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: During the 2018-19 school year, the National City Elementary Teachers Association (NCETA) and the National School District agrees that in order to provide flexibility for mainstreaming, the District may exceed class size by no more than three students per class. In the event that class size needs to be exceeded, the classroom teacher will be compensated at \$10.00 per day per student for the duration that the class size maximum is exceeded. Currently there are no classes exceeding contract limits.

The agreement shall sunset at the end of the 2018-2019 school year.

Recommended Motion: Approve Side Letter of Agreement with the National City Elementary Teachers Association (NCETA) and National School District regarding class size for the 2018-2019 school year.

Financial Impact: Agreement cost: \$10 a day per student  
Additional staffing costs: \$0  
Other costs: \$0  
General Fund

Attachments:  
Class size side letter (NCETA)

**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE NATIONAL SCHOOL DISTRICT ("DISTRICT")  
AND THE NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION ("ASSOCIATION")  
Regarding Class Size for the 2018-19 School Year**

A. In accordance with Article 10 of the current collective bargaining agreement between the parties, the District's current maximum class sizes are as follows:

TK-3 24:1

(as long as the State of California continues to fund class size at 24:1 for TK-3 through Grade Span Funding in the Local Control Funding Formula)

4-6 33:1

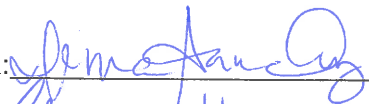
B. During the 2018-19 school year only, the parties agree that in order to provide flexibility for mainstreaming special education students, the District may exceed class size maximums for more than twenty (20) days per school year if it becomes necessary to do so. The classroom teacher will be compensated \$10.00 per day per student for the duration that the class size maximum is exceeded. The District will make every effort to keep the number of mainstreamed students to three per class. Prior to mainstreaming, the District shall first solicit volunteers from the grade level team. In the event there are no volunteers, or multiple volunteers, the District shall use a fair rotation system to ensure equitable mainstreaming.

C. It is the intent of the parties to resolve potential disputes related to exceeding class size maximums in Article 10 in a problem-solving manner. Prior to utilizing the grievance procedure to address such potential disputes, the Association shall attempt to discuss and resolve any class size problems with the site principal and the Assistant Superintendent of Human Resources. The District agrees to discuss rationales for staffing decisions and fiscal and logistical constraints with the Association in relation to issues concerning class size maximums.

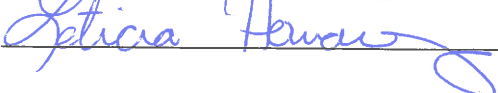
D. The parties agree that this Agreement shall sunset at end of the 2018-19 school year. The parties may mutually agree to sunset this provision at an earlier date. For the term of this agreement the parties agree that the provisions set forth in article 19.4 apply.

E. Neither the fact of this Agreement nor its contents, in whole or in part, shall be used or admitted as evidence by either party of any District or Association practice regarding its terms, or as evidence that either party has committed an unfair labor practice or violated any collective bargaining agreement or any other law or regulation by entering into this Agreement. Any such claim shall be dismissed with prejudice by any forum in which it is brought.

F. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties.

For the Association: 

Date: 3-13-19

For the District: 

Date: 3-13-19

Date Approved by the Governing Board of the District: \_\_\_\_\_



Agenda Item: **15.C. Approve contract #CT3587 with Kathleen Filzenger for administrative support at Ira Harbison School.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Due to extenuating student and staff needs, Ira Harbison is in need of additional short-term administrative support. Approval of this contract will allow for Kathleen Filzenger, retired National School District Administrator, to address existing needs.

Comments: Support will be provided for approximately 1-3 times per week through the end of the 2019 school year.

Recommended Motion: Approve contract #CT3587 with Kathleen Filzenger for administrative support at Ira Harbison School.

Financial Impact: Contract cost: NTE \$10,000.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3587

[ - ] [ - ] [ - ] [ - ] [ - ] [ - ]  
Fund Res Goal Function Object School

Contract No. 3587

## Employee/Contractor Agreement National School District

This agreement is hereby entered into this 11 day of April, 2019,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

Dr. Kathleen Filzenger  
Contractor Taxpayer ID Number Mailing Address

\_\_\_\_\_, hereinafter referred to as "Contractor."  
City State Zip Code

1. Services to be provided by Contractor. Administrative Support  
\_\_\_\_\_ at  
Ira Harbison School  
Location

2. Term. Contractor shall provide services under this Agreement on  
April 11, 2019, and will diligently perform as required and  
complete performance by June 14, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered  
pursuant to this Agreement a total fee not to exceed Ten thousand dollars  
Dollars (\$ 10,000.00 ). District shall pay Contractor through payroll the month  
following rendered services.

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

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor'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 these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
9. 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.
10. If employed by another school district in the State of California, please specify:

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District Name	Address	State	Zip	Phone
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11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

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**NATIONAL SCHOOL DISTRICT**

**EMPLOYEE/CONTRACTOR**

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

Mr. Christopher Carson

Typed or Printed Name

Assistant Supt. Business Services

Title

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

Dr. Kathleen Filzenger

Typed Name

\_\_\_\_\_  
Social Security #

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

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

Print

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Adopt Resolution #18-19.27 authorizing National School District to participate in the DigitalEdge Purchasing Program at Educational Service District 112 for the acquisition of educational technology and audio-visual equipment.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The Public Contract Code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases. One alternative is the DigitalEdge Purchasing Program through a third party entity via a piggyback bid process.

The DigitalEdge Purchasing Program provides competitively bid contracts on educational technology needs for K-12 public schools.

By giving the Business Services Department the authorization to purchase from the DigitalEdge Purchasing Program, the District will save the time and expense of having to go out for formal bid.

The Governing Board is being asked to approve the DigitalEdge resolution, which will give the National School District the opportunity to access these competitive prices when appropriate.

Comments: Together with the competitive pricing available through the DigitalEdge Purchasing Program, the Business Services Department feels it is very much in the District's best interest to take advantage of this program.

The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Recommended Motion: Adopt Resolution #18-19.27 authorizing National School District to participate in the DigitalEdge Purchasing Program at Educational Service District 112 for the acquisition of educational technology and audio-visual equipment.

Financial Impact: None

Attachments:  
Resolution #18-19.27

# National School District

## Resolution

#18-19.27

### AUTHORIZING CONTRACTING PURSUANT TO DIGITALEGE PURCHASING PROGRAM AT EDUCATIONAL SERVICE DISTRICT 112

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

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

**WHEREAS**, One alternative is the DigitalEdge Purchasing Program at Educational Service District 122 (ESD 112). This will save the District the time and expense of having to go out for a formal bid, and

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

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

1. The District requests participation in the purchase of educational technology and audio-visual equipment through the DigitalEdge Purchasing Program at ESD 112.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District's participation in the DigitalEdge Purchasing Program at ESD 112 is in the best interests of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #18-19.27  
April 10, 2019  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 10th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

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Secretary to the Governing Board

Agenda Item: **16.B. Award contract #CT3584 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Palmer Way School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of this contract will allow for the required geotechnical services for the summer 2019 Palmer Way parking lot.

Comments: Geotechnical services are required any time there is ground work at the site. This service ensures the proper compaction of the soil, asphalt testing, and concrete testing. The testing ensures future settling of the areas where ground work occurred at the site does not create safety issues for parents, students, and staff.

The contract is for \$14,750.00, and is for the anticipated work performed only. District staff is requesting the Governing Board authorize an additional \$750.00, to bring the amount not to exceed \$15,500.00, in order to cover any costs related to additional work or meetings that are required during the project.

Recommended Motion: Award contract #CT3584 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Palmer Way School.

Financial Impact: Contract cost: \$15,500.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
Measure N Funds

Attachments:  
CT3584

April 11, 2019  
Proposal No. 02-01650

Mr. Christopher B. Carson  
National School District  
1500 North Avenue  
National City, California 91950

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services  
Palmer Way Elementary School – Parking Lot Improvements  
2900 Palmer Street  
National City, California

Dear Mr. Carson:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical observation, special inspection, and materials testing services for the Palmer Way Elementary School Parking Lot Improvements project located in National City, California. Based on our review of the project documents, we understand that the proposed project will consist of an approximately 9,000 square-foot expansion of the northern asphalt concrete (AC) parking lot to provide an additional 24 parking stalls as well as two handicap parking stalls. Slurry seal rehabilitation will also be provided for the existing AC playground area adjacent to the northern parking lot expansion. Additional improvements include construction of a new play structure, light standards, and concrete flatwork as well as new striping and signage.

## **SCOPE OF SERVICES**

We propose to provide construction testing and inspection services that will include geotechnical observation, special inspection, and materials testing services. We anticipate our construction testing and inspection related scope of services for this project to include the following:

- Performing field observation and in-place density testing during subgrade preparation and placement of aggregate base material.
- Performing laboratory testing of the materials used for earthwork operations. The tests to be performed are anticipated to include Proctor density/optimum moisture content determination. Additional tests may be performed as necessary.



- Performing field observation and in-place density testing during placement of AC pavement.
- Performing laboratory testing of materials used for AC pavement operations. The tests to be performed are anticipated to include Hveem stability and unit weight determination as well as extraction percentage. Additional tests may be performed as necessary.
- Performing geologic/engineering field services to evaluate the suitability of foundation excavations.
- Performing sampling and tagging of reinforcing steel at the supplier's facility. It is anticipated that the supplier's facility will be located within the County of San Diego. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel.
- Performing concrete batch plant inspection during the production of structural concrete to be utilized on the project.
- Performing field sampling by our American Concrete Institute (ACI) technician during placement of the structural concrete. Our technician will perform inspection during the concrete placement for proper mix designs, age of concrete, allowable water, proper ingredient proportions, and sample the fresh material. The technician will test the sampled material for temperature, air content, and slump, as well as cast one set of four concrete cylinders for every 50 cubic yards, or fraction thereof, poured per day.
- Performing laboratory testing, including tensile and bend testing of rebar samples, as well as compressive strength of concrete samples.
- Preparing final reports for geotechnical observation and materials laboratory testing services.

## ASSUMPTIONS

Based on our review of the project documents, we have prepared this proposal with the following assumptions:

- The project is subject to Prevailing Wages.
- Work will be performed on normal business days (Monday through Friday) and during normal construction hours.
- Requests for services will be made with at least a 48-hour notice.
- Steel reinforcement supplier's facility will be located within the County of San Diego.
- Steel reinforcement will be inspected by the district's IOR.

## FEE ESTIMATE

The geotechnical observation, special inspection, and materials testing services described herein will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees. In the event that the project will be subject to Union Wage Rates, the attached fee schedule will be revised and the estimated fee adjusted. For budgetary purposes, we have prepared an estimate for the geotechnical observation, special inspection, and materials testing services described herein. The estimated fee for the noted geotechnical observation, special inspection, and materials testing services is approximately \$14,700 (Fourteen Thousand Seven Hundred Dollars). A breakdown of the anticipated fees is presented on Table 1.

The estimated fee is based on our estimated hours and testing without the benefit of a project construction schedule. After formulation of a project schedule, estimated hours may be re-evaluated. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, geotechnical observation, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached tables will be provided, based on time and materials, in accordance with the attached Schedule of Fees.

Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown. If our proposal meets your approval, please forward your contract documents or notice to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,  
**NINYO & MOORE**



Jeremiah J. Harrington, EIT  
Senior Staff Engineer



Ronald Halbert, PE  
Principal Engineer

JH/RSH/gg

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees  
Work Authorization and Agreement

Distribution: (1) Addressee (via e-mail)

## Table 1 – Breakdown of Estimated Fee

### Field Services and Site Meetings

Project Engineer/Geologist	12 hours @	\$156.00 /hour	\$	1,872.00
Field Technician - Subgrade	24 hours @	\$92.00 /hour	\$	2,208.00
Field Technician - Aggregate Base	12 hours @	\$92.00 /hour	\$	1,104.00
Field Technician - Asphalt	16 hours @	\$92.00 /hour	\$	1,472.00
Field/Laboratory Technician, Tagging and Sampling	8 hours @	\$92.00 /hour	\$	736.00
Concrete Batch Plant Inspector	4 hours @	\$98.00 /hour	\$	392.00
ACI Concrete Technician	8 hours @	\$98.00 /hour	\$	784.00
Field/Laboratory Technician, Sample Pickup	4 hours @	\$92.00 /hour	\$	368.00
<b>Subtotal</b>			<b>\$</b>	<b>8,936.00</b>

### Laboratory Analyses

Proctor Density - D 1557	2 tests @	\$220.00 /test	\$	440.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	2 tests @	\$225.00 /test	\$	450.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	2 tests @	\$250.00 /test	\$	500.00
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	6 tests @	\$75.00 /test	\$	450.00
Compression Tests, 6x12 Cylinder, C 39	8 tests @	\$35.00 /test	\$	280.00
<b>Subtotal</b>			<b>\$</b>	<b>2,120.00</b>

### Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	2 hours @	\$178.00 /hour	\$	356.00
Senior Project Engineer/Geologist	6 hours @	\$163.00 /hour	\$	978.00
Project Engineer/Geologist	12 hours @	\$156.00 /hour	\$	1,872.00
Technical Illustrator/CAD Operator	4 hours @	\$92.00 /hour	\$	368.00
<b>Subtotal</b>			<b>\$</b>	<b>3,574.00</b>

### TOTAL ESTIMATED FEE

**\$ 14,630.00**

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 178
Senior Engineer/Geologist/Environmental Scientist .....	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 163
Project Engineer/Geologist/Environmental Scientist .....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 142
Staff Engineer/Geologist/Environmental Scientist .....	\$ 126
GIS Analyst .....	\$ 116
Technical Illustrator/CAD Operator .....	\$ 92

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 163
Field Operations Manager .....	\$ 112
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 108
Supervisory Technician .....	\$ 98
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 98
Senior Technician .....	\$ 97
Technician .....	\$ 92

#### Administrative Staff

Information Specialist .....	\$ 78
Geotechnical/Environmental/Laboratory Assistant .....	\$ 76
Data Processor .....	\$ 73

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 400/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

## WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

**NINYO & MOORE**  
5710 Ruffin Road  
San Diego, California 92123

PROPOSAL NO. **02-01650**

1. PROJECT ADDRESS: **2900 Palmer Street, National City, California**
2. PROJECT DESCRIPTION: **Geotechnical, Special Inspection, and Materials Testing Services**
3. SCOPE OF STUDY: **Please refer to proposal dated April 11, 2019.**
4. FEE: **\$14,700 (Fourteen Thousand Seven Hundred Dollars – Estimate Only)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **NATIONAL SCHOOL DISTRICT** PHONE: **619/474-6791**  
**1500 North Avenue**  
**National City, California 91950**
- CONTACT: **Christopher B. Carson** PHONE: **619/474-6791**
7. STATEMENT TO BE SENT TO: **Client**

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **NATIONAL SCHOOL DISTRICT**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **02-01650** dated **April 11, 2019**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

## STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

## SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against



CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

## OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

## BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.



CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

## DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

## GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

\_\_\_\_\_  
**Printed Name of Client or Authorized Agent**

\_\_\_\_\_  
**Signature of Client or Authorized Agent**



\_\_\_\_\_  
Ronald Halbert, PE 42204, Principal Engineer

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
04/11/19  
**Date**

**PM: JH**

Agenda Item: **16.C. Award contract #CT3585 to Southwest Geophysics for Underground Utility Locator Services for the summer 2019 construction projects.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of this contract would allow for the District to complete all necessary Utility Locator Services for the two Summer 2019 construction projects. By providing a map of utility services, National School District reduces the risk of hitting these vital infrastructure services during the construction.

Comments: In 2015, the Governing Board approved a Request for Qualifications and subsequent contract with Southwest Geophysics (Southwest) for Underground Utility Locator Services for the District. Southwest provided these services at all district sites for the heating, ventilation, and air conditioning (HVAC) and electrical upgrades at the eight sites in 2015 and 2016.

Recommended Motion: Award contract #CT3585 to Southwest Geophysics for Underground Utility Locator Services for the summer 2019 construction projects.

Financial Impact: Contract cost: \$20,000.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
Capital Facilities Fund

Attachments:  
CT3585

21 - 39 | 0000 - 000 | 0000 | 8500 | 6200 - 000 | 000  
Fund                      Res                      Goal                      Function                      Object                      School

Contract No. CT3585

## 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 Southwest Geophysics, LLC 8057 Raytheon Road, Suite 9

Contractor

Taxpayer ID Number

Mailing Address

San Diego CA 92111, 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. Utility finding services, including providing map of locations.  
Olivewood and Palmer Way Parking Lot Projects

(For additional explanation of services, attach Exhibit A, which then will be incorporated here in full by this reference.)

2. Term. Contractor shall commence providing services under this Agreement on April 11, 2019, and will diligently perform as required and complete performance by June 30, 2019.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Thousand Five Hundred Dollars (\$ 3,500.00 ). District shall pay Contractor according to the following terms and conditions:

Upon completion, Net 30 days

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(For additional explanation of reimbursement terms, attach Exhibit B, which then will be incorporated here in full by this reference.)

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:  
None
- 

(For additional explanation of expense reimbursement terms, attach Exhibit C, which then will be incorporated here in full by this reference.)

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:  
None
- 

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 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: Hans van de Vrugt  
P.G., C.E.G., P.Gp.

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 11th day of April, 2019.

**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: **16.D. Award contract #CT3586 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Olivewood School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of this contract will allow for the required geotechnical services for the summer 2019 Olivewood School parking lot.

Comments: Geotechnical services are required any time there is ground work at the site. This service ensures the proper compaction of the soil, asphalt testing, and concrete testing. The testing ensures future settling of the areas where ground work occurred at the site does not create safety issues for parents, students, and staff.

The contract is for \$15,800.00, and is for the anticipated work performed only. District staff is requesting the Governing Board authorize an additional \$750.00, to bring the amount not to exceed \$16,550.00, in order to cover any costs related to additional work or meetings that are required during the project.

Recommended Motion: Award contract #CT3586 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Olivewood School.

Financial Impact: Contract cost: \$16,550.00  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
Measure N Funds

Attachments:  
CT3586

April 11, 2019  
Proposal No. 02-01651

Mr. Christopher B. Carson  
National School District  
1500 North Avenue  
National City, California 91950

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services  
Olivewood School – New Parking Lot  
2505 F Avenue  
National City, California  
DSA Application No. 04-118240  
DSA File No. 37-43

Dear Mr. Carson:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical observation, special inspection, and materials testing services for the Olivewood School New Parking Lot project located in National City, California. Based on our review of the project documents, we understand that the proposed project will consist of the construction of an approximately 52,000 square-foot parking lot on an unimproved area at the south end of the school. The new parking lot will provide 57 new parking stalls as well as three new handicap parking stalls. Additional improvements include concrete stairs, walls and flatwork, light standards, and concrete ADA walkways as well as new striping and signage.

## **SCOPE OF SERVICES**

We propose to provide construction testing and inspection services that will include geotechnical observation, special inspection, and materials testing services. We anticipate our construction testing and inspection related scope of services for this project to include the following:

- Performing field observation and in-place density testing during subgrade preparation and placement of aggregate base material.
- Performing laboratory testing of the materials used for earthwork operations. The tests to be performed are anticipated to include Proctor density/optimum moisture content determination. Additional tests may be performed as necessary.
- Performing field observation and in-place density testing during placement of AC pavement.

- Performing laboratory testing of materials used for AC pavement operations. The tests to be performed are anticipated to include Hveem stability and unit weight determination as well as extraction percentage. Additional tests may be performed as necessary.
- Performing geologic/engineering field services to evaluate the suitability of foundation excavations.
- Performing sampling and tagging of reinforcing steel at the supplier's facility. It is anticipated that the supplier's facility will be located within the County of San Diego. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel.
- Performing concrete batch plant inspection during the production of structural concrete to be utilized on the project.
- Performing field sampling by our American Concrete Institute (ACI) technician during placement of the structural concrete. Our technician will perform inspection during the concrete placement for proper mix designs, age of concrete, allowable water, proper ingredient proportions, and sample the fresh material. The technician will test the sampled material for temperature, air content, and slump, as well as cast one set of four concrete cylinders for every 50 cubic yards, or fraction thereof, poured per day.
- Performing laboratory testing, including tensile and bend testing of rebar samples as well as compressive strength of concrete samples.
- Preparing final reports for geotechnical observation and materials laboratory testing services.

## ASSUMPTIONS

Based on our review of the project documents, we have prepared this proposal with the following assumptions:

- The project is subject to Prevailing Wages.
- Work will be performed on normal business days (Monday through Friday) and during normal construction hours.
- Requests for services will be made with at least a 48-hour notice.
- Steel reinforcement supplier's facility will be located within the County of San Diego.
- Steel reinforcement will be inspected by the district's IOR.

## FEE ESTIMATE

The geotechnical observation, special inspection, and materials testing services described herein will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees. In the event that the project will be subject to Union Wage Rates, the attached fee schedule will be revised and the estimated fee adjusted. For budgetary purposes, we have prepared an estimate for the geotechnical observation, special inspection, and materials testing services described herein. The estimated fee for the noted geotechnical observation, special inspection, and materials testing services is approximately \$15,800 (Fifteen Thousand Eight Hundred Dollars). A breakdown of the anticipated fees is presented on Table 1.

The estimated fee is based on our estimated hours and testing without the benefit of a project construction schedule. After formulation of a project schedule, estimated hours may be re-evaluated. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, geotechnical observation, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached tables will be provided, based on time and materials, in accordance with the attached Schedule of Fees.

Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown. If our proposal meets your approval, please forward your contract documents or notice to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,  
**NINYO & MOORE**



Jeremiah J. Harrington, EIT  
Senior Staff Engineer



Ronald Halbert, PE  
Principal Engineer

JH/RSH/gg

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees  
Work Authorization and Agreement

Distribution: (1) Addressee (via e-mail)

## Table 1 - Breakdown of Estimated Fee

### Field Services and Site Meetings

Project Engineer/Geologist	12 hours @	\$156.00 /hour	\$	1,872.00
Field Technician - Subgrade	32 hours @	\$92.00 /hour	\$	2,944.00
Field Technician - Aggregate Base	16 hours @	\$92.00 /hour	\$	1,472.00
Field Technician - Asphalt	16 hours @	\$92.00 /hour	\$	1,472.00
Field/Laboratory Technician, Tagging and Sampling	8 hours @	\$92.00 /hour	\$	736.00
Concrete Batch Plant Inspector	4 hours @	\$98.00 /hour	\$	392.00
ACI Concrete Technician	8 hours @	\$98.00 /hour	\$	784.00
Field/Laboratory Technician, Sample Pickup	4 hours @	\$92.00 /hour	\$	368.00

**Subtotal**      **\$ 10,040.00**

### Laboratory Analyses

Proctor Density - D 1557	2 tests @	\$220.00 /test	\$	440.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	2 tests @	\$225.00 /test	\$	450.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	2 tests @	\$250.00 /test	\$	500.00
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	6 tests @	\$75.00 /test	\$	450.00
Compression Tests, 6x12 Cylinder, C 39	8 tests @	\$35.00 /test	\$	280.00

**Subtotal**      **\$ 2,120.00**

### Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	2 hours @	\$178.00 /hour	\$	356.00
Senior Project Engineer/Geologist	6 hours @	\$163.00 /hour	\$	978.00
Project Engineer/Geologist	12 hours @	\$156.00 /hour	\$	1,872.00
Technical Illustrator/CAD Operator	4 hours @	\$92.00 /hour	\$	368.00

**Subtotal**      **\$ 3,574.00**

### TOTAL ESTIMATED FEE

**\$ 15,734.00**

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 178
Senior Engineer/Geologist/Environmental Scientist .....	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 163
Project Engineer/Geologist/Environmental Scientist .....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 142
Staff Engineer/Geologist/Environmental Scientist .....	\$ 126
GIS Analyst .....	\$ 116
Technical Illustrator/CAD Operator .....	\$ 92

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 163
Field Operations Manager .....	\$ 112
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 108
Supervisory Technician .....	\$ 98
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 98
Senior Technician .....	\$ 97
Technician .....	\$ 92

#### Administrative Staff

Information Specialist .....	\$ 78
Geotechnical/Environmental/Laboratory Assistant .....	\$ 76
Data Processor .....	\$ 73

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 400/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

## WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

**NINYO & MOORE**  
5710 Ruffin Road  
San Diego, California 92123

PROPOSAL NO. **02-01651**

1. PROJECT ADDRESS: **2505 F Avenue, National City, California**
2. PROJECT DESCRIPTION: **Geotechnical, Special Inspection, and Materials Testing Services**
3. SCOPE OF STUDY: **Please refer to proposal dated April 11, 2019.**
4. FEE: **\$15,800 (Fifteen Thousand Eight Hundred Dollars – Estimate Only)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **NATIONAL SCHOOL DISTRICT** PHONE: **619/474-6791**  
**1500 North Avenue**  
**National City, California 91950**
- CONTACT: **Christopher B. Carson** PHONE: **619/474-6791**
7. STATEMENT TO BE SENT TO: **Client**

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **NATIONAL SCHOOL DISTRICT**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **02-01651** dated **April 11, 2019**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

## STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

## SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against



CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

## OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

## BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

## DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

## GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

\_\_\_\_\_  
**Printed Name of Client or Authorized Agent**

\_\_\_\_\_  
**Signature of Client or Authorized Agent**



\_\_\_\_\_  
Ronald Halbert, PE 42204, Principal Engineer

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**04/11/19**

\_\_\_\_\_  
**Date**

**PM: JH**

Agenda Item:

**16.E. Accept gifts**

Speaker:

Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$500.00 from Air Force Association to El Toyon School for field trips, and classroom materials and supplies.
2. \$100.00 from Shanacee Perez to Palmer Way Preschool for field trips.
3. \$240.00 from Frank Subaru Car Dealership to Olivewood School for sixth grade camp.
4. \$150.00 from National City Elementary Teachers Association to Olivewood School for sixth grade camp.
5. \$50.00 from Adela Rodgers to Olivewood School for sixth grade camp.
6. \$120.00 from Olivewood Campus Student Supervisors to Olivewood School for sixth grade camp.
7. \$400.00 from Beverly Hayes to Olivewood School for sixth grade camp.
8. \$120.00 from Helen Jazo to Olivewood School for sixth grade camp.
9. \$120.00 from Diana Herrera-Ortiz to Olivewood School for sixth grade camp.
10. \$60.00 from Sara Megahed to Olivewood School for sixth grade camp.
11. \$40.00 from United Cerebral Palsy to Ira Harbison School for school and classroom supplies.

Quick Summary /  
Abstract:

- The Air Force Association’s Educator Grant program promotes aerospace education activities in the classroom. It awards grants to worthy projects that significantly influence student learning.
- Shanacee Perez is a parent at Palmer Way Preschool with an interest in supporting National School District students and school activities.
- Frank Subaru Car Dealership is a local community partner who supports youth.
- The National City Elementary Teachers Association strives to improve the academic achievement of students in U.S. public schools, engage students in critical thinking, and provide educational experiences for students.
- Adela Rodgers is a teacher at Olivewood school with an interest in supporting National School District students and school activities.
- Olivewood’s Campus Student Supervisors have an interest in supporting National School District students and school activities.
- Beverly Hayes is a district employee with an interest in supporting school activities.
- Helen Jazo is a teacher at Olivewood school with an interest in supporting National School District students and school activities.
- Diana Herrera-Ortiz is a teacher at Olivewood school with an interest in supporting National School District students and school activities.
- Sara Megahed is a teacher at Olivewood school with an interest in supporting National School District students and school activities.
- United Cerebral Palsy Association of SDC is a nonprofit organization that educates, advocates, and provides support services to people with disabilities.

Comments:

National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District’s educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended  
Motion:

Accept gifts

Financial Impact:

N/A

Agenda Item:

**17. BOARD WORKSHOP**

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

Agenda Item: **19. ADJOURNMENT**