



Governing Board Agenda

May 8, 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

CORE VALUES



We Believe...
Children first.
Relationships matter.
Whatever it takes!



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.

REGULAR MEETING OF THE GOVERNING BOARD

Rancho de la Nación School
1830 E. Division Street
National City, CA 91950

Wednesday, May 8, 2019

Closed Session -- 3:30 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

Alma Sarmiento,
Board President

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- 3:30 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

Alma Sarmiento,
Board President

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

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

9.B. Recognize and honor the recipients of the National School District 20, 25, 30, 35 and 45 Year Service Pin/Award.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
20-Barbara Avalos,
Board Member
25- Maria Betancourt-
Castañeda,
Board Member
30- Brian Clapper,
Board Member
35/45- Alma
Sarmiento,
Board President

9.C. Recognize and honor the National School District Classified Employee of the Year 2019, Charleen Barajas, District Office, and finalists.

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

9.D. Recognize and honor the National School District Teacher of the Year 2019, Lucia Baeza, Central School, and nominees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
Maria Betancourt-
Castañeda,
Board Member

9.E. Recognize employees retiring at the end of the 2018-19 school year.

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

10. RECEPTION

Alma Sarmiento,
Board President

11. 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

12. AGENDA

12.A. Approve agenda.

Leighangela Brady,
Superintendent

13. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Alma Sarmiento,
Board President

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on April 24, 2019.

Leighangela Brady,
Superintendent

13.B. Administration

13.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.D. Educational Services

13.E. Business Services

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

Christopher Carson,
Assistant
Superintendent,
Business Services

13.E.II. Adopt annual Resolution #18-19.34 for the 2019-2020 school year authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant for age after six months.

Christopher Carson,
Assistant
Superintendent,
Business Services

13.E.III. Adopt annual Resolutions #18-19.35 through #18-19.38 for the 2019-2020 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2019.

Christopher Carson,
Assistant
Superintendent,
Business Services

13.E.IV. Authorize the Assistant Superintendent of Business Services to advertise for Child Nutrition Services contracts.

Christopher Carson,
Assistant
Superintendent,
Business Services

14. GENERAL FUNCTIONS

14.A. Approve Contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2019-2020 school year. Leighangela Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Approve Consultant Contract #CT3399 with Specialized Therapy Services for Psychologists services for 2018-2019. Sharmila Kraft, Assistant Superintendent, Educational Services

15.B. Ratify consultant contract #CT3559 for Mad Science Assemblies held at Lincoln Acres for demonstration and hands-on experiences aligned to the vision. Sharmila Kraft, Assistant Superintendent, Educational Services

15.C. Approve iReady Common Core Diagnostic Assessment Subscription for National School District teachers. Sharmila Kraft, Assistant Superintendent, Educational Services

15.D. Approve subscription with Thrively software for every National School District school site. Sharmila Kraft, Assistant Superintendent, Educational Services

15.E. Discussion regarding partnership with National School District and School of Social Work at San Diego State University. Sharmila Kraft, Assistant Superintendent, Educational Services

15.F. REACH Re-Imagine presentation. Sharmila Kraft, Assistant Superintendent, Educational Services

16. HUMAN RESOURCES

16.A. Conduct public hearing pursuant to Government Code 3547 regarding proposal from the California School Employees Association and its National Chapter 206 to open negotiations for the 2019-2020 school year with the National School District. Leticia Hernandez, Assistant Superintendent, Human Resources

16.B. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association and its Chapter 206 to open negotiations for the 2019-2020 school year. Leticia Hernandez, Assistant Superintendent, Human Resources

17. BUSINESS SERVICES

17.A. Award Contract #CT3597 for Bid #18-19-183 to R.E. Shultz Construction, Inc., for Playground Equipment at John Otis School.

Christopher Carson,
Assistant
Superintendent,
Business Services

17.B. Reject all bids for Bid #18-19-191 Flooring Repair and Replacement.

Christopher Carson,
Assistant
Superintendent,
Business Services

17.C. Accept gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

REGULAR MEETING OF THE GOVERNING BOARD

1. CALL TO ORDER

Alma Sarmiento,
Board President

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- 3:30 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

Alma Sarmiento,
Board President

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

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

9.B. Recognize and honor the recipients of the National School District 20, 25, 30, 35 and 45 Year Service Pin/Award.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
20-Barbara Avalos,
Board Member
25- Maria Betancourt-
Castañeda,
Board Member
30- Brian Clapper,
Board Member
35/45- Alma
Sarmiento,
Board President

9.C. Recognize and honor the National School District Classified Employee of the Year 2019, Charleen Barajas, District Office, and finalists.

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

9.D. Recognize and honor the National School District Teacher of the Year 2019, Lucia Baeza, Central School, and nominees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
Maria Betancourt-
Castañeda,
Board Member

9.E. Recognize employees retiring at the end of the 2018-19 school year.

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

10. RECEPTION

Alma Sarmiento,
Board President

11. 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

12. AGENDA

12.A. Approve agenda.

Leighangela Brady,
Superintendent

13. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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.

Alma Sarmiento,
Board President

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on April 24, 2019.

Leighangela Brady,
Superintendent

13.B. Administration

13.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.D. Educational Services

13.E. Business Services

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

Christopher Carson,
Assistant
Superintendent,
Business Services

13.E.II. Adopt annual Resolution #18-19.34 for the 2019-2020 school year authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant for age after six months. Christopher Carson, Assistant Superintendent, Business Services

13.E.III. Adopt annual Resolutions #18-19.35 through #18-19.38 for the 2019-2020 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2019. Christopher Carson, Assistant Superintendent, Business Services

13.E.IV. Authorize the Assistant Superintendent of Business Services to advertise for Child Nutrition Services contracts. Christopher Carson, Assistant Superintendent, Business Services

14. GENERAL FUNCTIONS

14.A. Approve Contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2019-2020 school year. Leighangela Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Approve Consultant Contract #CT3399 with Specialized Therapy Services for Psychologists services for 2018-2019. Sharmila Kraft, Assistant Superintendent, Educational Services

15.B. Ratify consultant contract #CT3559 for Mad Science Assemblies held at Lincoln Acres for demonstration and hands-on experiences aligned to the vision. Sharmila Kraft, Assistant Superintendent, Educational Services

15.C. Approve iReady Common Core Diagnostic Assessment Subscription for National School District teachers. Sharmila Kraft, Assistant Superintendent, Educational Services

15.D. Approve subscription with Thrively software for every National School District school site. Sharmila Kraft, Assistant Superintendent, Educational Services

15.E. Discussion regarding partnership with National School District and School of Social Work at San Diego State University. Sharmila Kraft, Assistant Superintendent, Educational Services

15.F. REACH Re-Imagine presentation.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16. HUMAN RESOURCES

16.A. Conduct public hearing pursuant to Government Code 3547 regarding proposal from the California School Employees Association and its National Chapter 206 to open negotiations for the 2019-2020 school year with the National School District.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.B. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association and its Chapter 206 to open negotiations for the 2019-2020 school year.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Award Contract #CT3597 for Bid #18-19-183 to R.E. Shultz Construction, Inc., for Playground Equipment at John Otis School.

Christopher Carson,
Assistant
Superintendent,
Business Services

17.B. Reject all bids for Bid #18-19-191 Flooring Repair and Replacement.

Christopher Carson,
Assistant
Superintendent,
Business Services

17.C. Accept gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Speaker: Alma Sarmiento, Board President

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: **3. ADJOURN TO CLOSED SESSION**

Agenda Item: **4. CLOSED SESSION- 3:30 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**

Speaker: Alma Sarmiento, Board President

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

Agenda Item: **8. ROLL CALL**

Quick Summary / Board:

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

Staff:

Dr. Leighangela Brady, Superintendent-Administration
Mr. 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. Introduce and welcome the new employees.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: The employee on the attached list was approved at the April 24, 2019 Governing Board Meeting.

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

Attachments:
Introduce and welcome

| Introduce & Welcome 5/8/19 | | |
|---|---|-------------------|
| Name | Position | Location |
| 1. Arisdely Pantoja | Instructional Assistant – Special Education | Palmer Way School |

Agenda Item: **9.B. Recognize and honor the recipients of the National School District 20, 25, 30, 35 and 45 Year Service Pin/Award.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: It has been the practice of the National School District to honor employees with 20, 25, 30, 35 and 45 Years of Service to the District annually at our Board meetings.

Comments: Our success in the National School District can be directly attributed to the support and contributions of long-standing team members like these. In recognition of their many years of commitment and dedication to our District, we would like to take this opportunity to express our sincere appreciation for the achievement of these career milestones.

Attachments:
Years of Service Pin recipients

| 20-Year Service Pin Recipients | |
|---------------------------------------|--|
| Velia Alcocer | Transportation Assistant/School Bus Driver, Transportation Department |
| Yolanda Amador | Child Nutrition Services Assistant, Las Palmas School |
| Tracey Bristow | Preschool Teacher, Palmer Way School |
| Patricia Carrillo | Teacher, El Toyon School |
| Norma Casas | Instructional Assistant-Special Education, Student Support Services Department |
| Eleanor Felker | Teacher, Olivewood School |
| Sarah Flora | Language Arts Specialist, Palmer Way School |
| Salvador Gallo | Custodian-Day, John Otis School |
| Maria Dolores Garcia | School Bus Driver, Transportation Department |
| Ricardo Gil | Computer Systems Technician, Technology Department |
| Adriana Hernandez | Teacher, El Toyon School |
| Sandra Hollis | SDC Preschool Teacher, Palmer Way School |
| Lisa Marie Lipton | Teacher, El Toyon School |
| Terrie Logan | Speech Language Pathologist, Olivewood School |
| Oralia Lopez-Mascorro | Teacher, Rancho de la Nación School |
| Carmen Medina-Pidgeon | Administrative Assistant-School, Preschool Center |
| Ana Nuño | Office Technician-School, Ira Harbison School |
| Saul Lopez Poblano | School Bus Driver, Transportation Department |
| Elena Porter | Teacher, Ira Harbison School |
| Alicia Rodriguez | Teacher, Olivewood School |
| Molly Sterner | Teacher, Rancho de la Nación School |
| Martha Vazquez | Human Resources Specialist, Human Resources Department |

| 25-Year Service Pin Recipients | |
|---------------------------------------|--|
| Luz Maria Allshouse | Instructional Assistant-Health Care, Lincoln Acres School |
| Lisa Ayala | Preschool Teacher, Preschool Center |
| Rachel Cabeza De Baca | Child Nutrition Services Assistant, Palmer Way School |
| Ruth Gil-Dang | Language Arts Specialist, Lincoln Acres School |
| Maria Rosana Ibañez | Instructional Assistant, Special Education, Lincoln Acres School |
| Yolanda Jacquez-Mercado | Instructional Assistant, Special Education, Palmer Way School |
| Laura Mountain | Teacher, Palmer Way School |
| Sonia Rico | Child Nutrition Services Site Manager, Child Nutrition Services Department |
| Elizabeth Romero | Preschool Teacher, Palmer Way School |

30-Year Service Pin Recipients

| | |
|---------------|---|
| Lynda Gilgun | Preschool Resource Teacher, Preschool Center |
| Myrna Kahle | Teacher, Las Palmas School |
| David Kenlon | Custodian-Day, Palmer Way School |
| Paula Marden | Teacher, Las Palmas School |
| Efrain Ortega | Custodian-Night, Ira Harbison School |
| Dewayne Pepin | Custodian-Night (Rover), District Office |
| Mona Ribada | Child Nutrition Services Site Manager, Kimball School |

35-Year Service Pin Recipients

| | |
|--------------------|------------------------------|
| Janis Ireland | Teacher, Ira Harbison School |
| Karolyn Kmet-Moran | Teacher, Olivewood School |
| Ernestina Ramos | Teacher, Palmer Way School |

45-Year Service Pin Recipients

| | |
|-------------|--|
| Mary Garcia | Instructional Assistant-Preschool, El Toyon School |
|-------------|--|

Agenda Item: **9.C. Recognize and honor the National School District Classified Employee of the Year 2019, Charleen Barajas, District Office, and finalists.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Ms. Barajas was hired by the National School District in September 2008.

Comments: The following Classified Employee of the Year finalists will also be honored at the Board meeting:

- 1.Efrain Ortega, Custodian-Night, Ira Harbison School
- 2.Matilde Rosa, Administrative Assistant-School, Rancho de la Nación School
- 3.Lissa (Lupita) Saunders, Administrative Assistant-School, Olivewood School

Agenda Item: **9.D. Recognize and honor the National School District Teacher of the Year 2019, Lucia Baeza, Central School, and nominees.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The following Teacher of the Year nominees will be honored at the Board meeting:

1. Annabelle Camba-Jones, Classroom Teacher, Ira Harbison School
2. Lynn Guzman, Classroom Teacher, Olivewood School
3. Adriana Hernandez, Classroom Teacher, El Toyon School
4. Monica Pintado-Mendez, Classroom Teacher, Lincoln Acres school

The Teacher of the Year, Ms. Lucia Baeza, Central School, will be honored at the Board meeting.

Agenda Item: **9.E. Recognize employees retiring at the end of the 2018-19 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Comments: It has been the practice of the Governing Board to honor employees who are retiring at the end of the year. The employees on the attached list will retire at the end of the 2018-2019 school year, with the exception of a few who retired prior to the end of the 2018-2019 school year.

Following this item, the Board will recess for a short reception.

Attachments:
Retirees

| Name | Position | Years of Service |
|-----------------------|---------------------------------------|-------------------------|
| Lupita Maria Castillo | Teacher | 15 |
| Celia C. Figueroa | Child Nutrition Services Site Manager | 27 |
| Christina Fong | Library Media Specialist | 22 |
| Lynda Gilgun | Preschool Resource Teacher | 30 |
| Martha Elena Martinez | Teacher | 38 |

BACKGROUND INFORMATION:

It has been the practice of the Governing Board to honor employees who are retiring at the end of the year. All of the above employees will retire at the end of the 2018-2019 school year, with the exception of the following employees who retired prior to June 2019:

| Name | Position | Effective Date | Years of Service |
|----------------------------|--|-----------------------|-------------------------|
| Patricia Felix | Administrative Assistant-School | February 4, 2019 | 17 |
| Esther Figueroa | Campus Student Supervisor | December 14, 2018 | 22 |
| Maria Del Carmen Gutierrez | Child Nutrition Services Site Manager | March 22, 2019 | 35 |
| Catherine E. Hudson | Library Media Specialist | July 31, 2018 | 30 |
| Raul G. Martinez | Director of Maintenance, Operations & Facilities | January 2, 2019 | 5 |
| Dolores N. Mujica | Instructional Assistant-Special Education | September 29, 2018 | 38 |
| Ernest Palma | Custodian-Day | June 20, 2018 | 17 |

Agenda Item: **10. RECEPTION**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: The meeting will be adjourned for a brief reception to honor all employees being recognized tonight.

Agenda Item: **11. 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: **12. AGENDA**

Agenda Item: **12.A. Approve agenda.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

Agenda Item: **13. 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: **13.A. Minutes**

Agenda Item: **13.A.I. Approve the minutes of the Regular Board Meeting held on April 24, 2019.**

Recommended Motion: Approve the minutes of the Regular Board Meeting held on April 24, 2019.

Attachments:
04/24/2019-Regular Board Minutes

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

April 24, 2019
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:00 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 4:00 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 4:00 p.m. to 6:00 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Alma Sarmiento, called the public meeting to order at 6:04 p.m.

7. PLEDGE OF ALLEGIANCE

Student, Sofia Carrillo, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Jocelyn Gomez took roll call.

9. PRESENTATIONS

9.A. Presentation by El Toyon School students.

Students from El Toyon School gave a presentation on their new Makers Space.

Board member Avalos, presented each of the students with a certificate, pencil box and notebook.

9.B. Recognize Herlidna Tafolla, El Toyon School, as the National School District Volunteer of the Month for April 2019.

Recognized Herlidna Tafolla, El Toyon School, as the National School District Volunteer for the Month of April 2019.

Board member Clapper, presented Ms. Tafolla with a certificate and a District logo clock.

9.C. Recognize Veronica Calzada, Administrative Assistant-Office Manager, Educational Services Department, as National School District Employee of the Month for April 2019.

Recognized Veronica Calzada, Administrative Assistant-Office Manager, Educational Services Department as National School District Employee of the Month for April 2019.

Board member Betancourt-Castañeda, presented Ms. Calzada with a certificate and a District pencil and pen set.

9.D. Presentation on Thrively software implementation.

Wendy O'Connor, Director of Literacies, Educational Technology & Innovation, Educational Services, Thrively representatives and National School District teachers and students gave a presentation on Thrively software implementation.

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.

10. PUBLIC COMMUNICATIONS

Ms. Jannette Colada-Tacto, teacher, spoke regarding the Fourth of July Carnival fundraiser.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: 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 April 10, 2019.

12.A.II. Approve the minutes of the Special Board Meeting held on April 11, 2019.

12.B. Administration

12.C. Human Resources

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

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

12.C.III. Adopt Resolution #18-19.30 in recognition of California Week of the Teacher, May 6-10, 2019.

12.C.IV. Adopt Resolution #18-19.31 in recognition of Classified Employees and designating May 19 25, 2019, as Classified School Employee Week.

12.C.V. Adopt Resolution #18-19.32, Recognizing the Week of the School Administrator, May 27 31, 2019.

12.D. Educational Services

12.E. Business Services

13. GENERAL FUNCTIONS

13.A. Adopt Resolution #18-19.33 establishing a partnership between the National School District, Olivewood Gardens Learning Center, and Healthy Day Partners.

Motion Passed: Adopt Resolution #18-19.33 establishing a partnership between the National School District, Olivewood Gardens Learning Center, and Healthy Day Partners passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

13.B. Approve travel request for Barbara Avalos to attend the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Miami, Florida on June 20-22, 2019.

Motion Passed: Approve travel request for Barbara Avalos to attend the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Miami, Florida on June 20-22, 2019 passed with a motion by Ms. Maria Dalla 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

14. EDUCATIONAL SERVICES

14.A. Approve contract #CT3374 with West Interactive Services Corporation, for SchoolMessenger, a platform for staff, parent and community engagement through immediate notifications across a variety of devices.

Motion Passed: Following discussion approve contract #CT3374 with West Interactive Services Corporation, for SchoolMessenger, a platform for staff, parent and community engagement through immediate notifications across a variety of devices 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

The agenda item included an error in the comments section, which stated that "Currently, we use Information Systems and Power Caller (IDAP)." The District does not currently use Information Systems and Power Caller (IDAP).

14.B. Approve contract #CT3577 with Family Mathematics Festival (California Math Festival) to provide hands-on family learning experiences with mathematics at Lincoln Acres School.

Motion Passed: Following discussion, approve contract #CT3577 with Family Mathematics Festival (California Math Festival) to provide hands-on family learning experiences with mathematics at Lincoln Acres School 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

15. HUMAN RESOURCES

15.A. Approve Internship Agreement with the Leonard Davis School of Gerontology at the University of Southern California (USC).

Motion Passed: Following discussion, approve Internship Agreement with the Leonard Davis School of Gerontology at the University of Southern California (USC) 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. BUSINESS SERVICES

16.A. Discussion of Proposed San Diego Air Pollution Control District air sampling devices for Kimball School.

Robert "Dukie" Valderrama, National City resident, spoke in support of the air sampling devices at Kimball School.

The Board had a discussion regarding proposed San Diego Air Pollution Control District air sampling at Kimball School.

The Board directed staff to set-up a meeting with stakeholders that have an interest in air sampling within National City.

16.B. Award contract #CT3589 for Bid #18-19-185 to Kirk Paving, Inc., for Asphalt and Paving Projects #1 and #2.

Motion Passed: Award contract #CT3589 for Bid #18-19-185 to Kirk Paving, Inc., for Asphalt and Paving Projects #1 and #2 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

16.C. Award contract #CT3590 for Bid #18-19-188 to C&I Roofing Company for Roofing Repair and Replacement on Modular Buildings.

Motion Passed: Following discussion, award contract #CT3590 for Bid #18-19-188 to C&I Roofing Company for Roofing Repair and Replacement on Modular Buildings passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Barbara Avalos.

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

16.D. Award contract #CT3591 for Bid #18-19-190 to Kronos Painting, Inc., for Painting Project #1 at Las Palmas School.

Motion Passed: Following discussion, award contract #CT3591 for Bid #18-19-190 to Kronos Painting, Inc., for Painting Project #1 at Las Palmas School 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

16.E. Award contract #CT3592 for Bid #18-19-190 to Anemos Enterprises, for Painting Project #2 at Rancho de la Nación School.

Motion Passed: Following discussion, award contract #CT3592 for Bid #18-19-190 to Anemos Enterprises, for Painting Project #2 at Rancho de la Nación School 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.F. Award contract #CT3593 for Bid #18-19-184A to Straight Line General Contractors, Inc., for Olivewood Parking Lot construction.

Motion Passed: Following discussion, award contract #CT3593 for Bid #18-19-184A to Straight Line General Contractors, Inc., for Olivewood Parking Lot construction 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.G. Award contract #CT3594 for Bid #18-19-184B to Straight Line General Contractors, Inc., for Palmer Way Parking Lot construction.

Motion Passed: Award contract #CT3594 for Bid #18-19-184B to Straight Line General Contractors, Inc., for Palmer Way Parking Lot construction 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.H. Approve contract #CT3595 with Matrix Energy Services, Incorporated to perform energy efficient retrofitting at Olivewood, Las Palmas, Rancho de la Nación, John Otis, Lincoln Acres, Kimball, and Ira Harbison Schools.

Motion Passed: Following discussion, approve contract #CT3595 with Matrix Energy Services, Incorporated to perform energy efficient retrofitting at Olivewood, Las Palmas, Rancho de la Nación, John Otis, Lincoln Acres, Kimball, and Ira Harbison Schools passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Barbara Avalos.

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

17. BOARD WORKSHOP

None

18. BOARD/CABINET COMMUNICATIONS

Ms. Maria Betancourt-Castañeda congratulated the students, the Volunteer of the Month and the Employee of the Month. She gave kudos to the Thrively presenters. She shared that she recently visited Las Palmas and John Otis schools, where she learned about programs being implemented and experienced a counseling lesson.

Ms. Maria Dalla congratulated the students and teacher for their wonderful presentation. She gave kudos to the Thrively presenters. She congratulated the Volunteer of the Month and the Employee of the Month.

Mr. Brian Clapper shared he visited the Kimball Math Night and congratulated Mrs. Vicario for the great turnout. He congratulated the students, teacher and principal for their wonderful presentation. He congratulated the Volunteer of the Month and the Employee of the Month. He gave kudos to the Thrively presenters and congratulated them on the great job their doing with the program.

Ms. Barbara Avalos wished everyone a happy belated Easter. She invited everyone to attend El Toyon's Nature Day on Thursday, May 25th at 2:00 p.m.

Dr. Leticia Hernandez congratulated the student presenters. She welcomed the new employees and congratulated the Employee of the Month.

Mr. Christopher Carson congratulated the Employee of the Month.

Dr. Sharmila Kraft thanked the Board for their support on the social emotional projects in the District. She congratulated the student presenters, Thrively for their wonderful presentation and the Employee of the Month.

Dr. Leighangela Brady thanked the Board for approving the resolutions on the Consent Calendar. She shared that April 23rd was the California School bus Driver Day. She shared that April 24th was the Administrative Professionals day and congratulated all District Administrative Assistants. She congratulated and shared how impressed she was with the student presenters. She shared that District staff and Nationa City Elementary Teachers Association met to discuss District safety.

Dr. Brady added the following reminders for the Board:

- April 30th at 7:00 p.m. Palmer Way's PTA is being recognized for their increasing PTA memberships at the San Diego County Office of Education.
- May 13th at 6:00 p.m. there will be a School Safety Town Hall Meeting at Rancho De La Nación School.
- May 15th from 3:30 - 5:00 p.m. she will hold a Bilitracy Focus Group in the District Office Board room.

Ms. Alma Sarmiento shared that she enjoyed being the guest speaker at the annual Masonic Dinner awards, where sixth grade students from all District schools are recognized for putting forth great effort, helping the community, are good citizens and positive role models to younger students.

19. ADJOURNMENT

The meeting was adjourned at 8:27 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **13.B. Administration**

Rationale: None

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

Agenda Item: **13.C.I. 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.

Attachments:
Resignations/Retirements

| Resignations 5/8/19 | | | |
|--------------------------------|-----------------|-----------------|-----------------------|
| Name | Position | Location | Effective Date |
| None | | | |

| Retirements 5/8/19 | | | |
|-------------------------------|--------------------------|----------------------------|-----------------------|
| Name | Position | Location | Effective Date |
| Lupita Castillo | Teacher | Kimball School | June 5, 2019 |
| Christina Fong | Library Media Specialist | Rancho de la Nación School | June 5, 2019 |
| Martha Elena Martinez | Teacher | Central School | June 5, 2019 |

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

Rationale: None

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Recommended Motion: Ratify/approve purchase orders, contracts and warrants as summarized and detailed in EXHIBIT A.

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

Attachments:
EXHIBIT A

Agenda Item: **13.E.II. Adopt annual Resolution #18-19.34 for the 2019-2020 school year authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant for age after six months.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Warrants (checks) issued by the District are automatically void for age after six months. This resolution gives the Superintendent or the Assistant Superintendent-Business Services the authority to authorize the re-issuance of warrants that are void for age.

Recommended Motion: Adopt annual Resolution #18-19.34 for the 2019-2020 school year authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant for age after six months.

Financial Impact: None

Attachments:
Resolution 18-19.34

National School District Resolution

#18-19.34

RESOLUTION AUTHORIZING ISSUANCE OF NEW WARRANT IN LEU OF A VOIDED WARRANT FOR FISCAL YEAR 2019-2020

On motion of Member _____, seconded by Member _____, the following resolution adopted;

WHEREAS, Government Code Section 29802 places a six-month time limit on all warrants from the date of the original issuance; and

WHEREAS, if the original Warrant has not been cashed in that time period, it is necessary to file a Petition for Issuance of a New Warrant in Lieu of a Voided Warrant with the county auditor.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of National School District authorizes the Superintendent or the Assistant Superintendent of Business Services to authorize the issuance of a new warrant in lieu of a voided warrant.

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of May, 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.

Secretary to the Governing Board

Agenda Item: **13.E.III. Adopt annual Resolutions #18-19.35 through #18-19.38 for the 2019-2020 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2019.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: 1. Authorize Christopher Carson, Assistant Superintendent, Business Services, as mail addressee; Christopher Carson, Assistant Superintendent, Business Services, Erina Cowart, Director of Finance, and Virginia Fogerson, Accounting Technician/Accounts Payable, to pick up warrants (other than mail addressee).
2. Authorize Leighangela Brady, Superintendent, and Christopher Carson, Assistant Superintendent, Business Services, as mail addressee, to sign the payroll payment order.
3. Authorize the County Office of Education Credentials Department to release credential held warrants to employees who have provided the required credential paperwork.
4. Authorize Leighangela Brady, Superintendent, Christopher Carson, Assistant Superintendent, Business Services, as mail addressee, Leticia Hernandez, Assistant Superintendent, Human Resources, and Sharmila Kraft, Assistant Superintendent, Educational Services, to sign school orders.

Comments: In order to maintain a current register of persons authorized to act on behalf of the District and in compliance with various sections of the Education Code, it is necessary that the attached resolutions be adopted every fiscal year.

Recommended Motion: Adopt annual Resolutions #18-19.35 through #18-19.38 for the 2019-2020 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2019.

Financial Impact: None

Attachments:
Resolution 18-19.35
Resolution 18-19.36
Resolution 18-19.37
Resolution 18-19.38

National School District Resolution

#18-19.35

RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES.

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2019 to June 30, 2020.

IT IS RESOLVED AND ORDERED that, the County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paperwork.

PASSED AND ADOPTED by the Governing Board of National School District on this 8th day of May, 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.

Secretary to the Governing Board

National School District Resolution

#18-19.36

RESOLUTION DESIGNATING AUTHORIZED AGENTS TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2019 to June 30, 2020.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent to receive mail from the Accounting/Payroll Section is Christopher B. Carson, Assistant Superintendent, Business Services.
2. The authorized person(s) to pick up warrants from the County Office (other than the mail addressee) are:

Christopher B. Carson
Erina Cowart
Virginia Fogerson

Assistant Superintendent, Business Services
Director of Finance
Accounting Technician/Accounts Payable

3. Check one Monthly payroll warrants each and every month
 Mail Hold Consortium

- Check one Daily/Hourly payroll warrants each and every
 Mail Hold Consortium month.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

Resolution #18-19.36

May 8, 2019

Page 2

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

National School District Resolution

#18-19.37

PAYMENT ORDER RESOLUTION

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2019 to June 30, 2020.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title 1 of the Government Code (**all district**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Leighangela Brady
Christopher B. Carson

Superintendent
Assistant Superintendent, Business Services

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

PASSED AND ADOPTED by the Governing Board of National School District on this 8th day of May, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Resolution #18-19.37

May 8, 2019

Page 2

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

Secretary to the Governing Board

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

National School District Resolution

#18-19.38

RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2019 to June 30, 2020.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232,

Leighangela Brady, Superintendent
Christopher B. Carson, Assistant Superintendent, Business Services
Leticia Hernandez, Assistant Superintendent, Human Resources
Sharmila Kraft, Assistant Superintendent, Educational Services

be and are hereby authorized to sign any and all orders in the name of said District drawn on the funds of said District.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

PASSED AND ADOPTED by the Governing Board of National School District on this 8th day of May 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Resolution #18-19.38

May 8, 2019

Page 2

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

Secretary to the Governing Board

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

Agenda Item: **13.E.IV. Authorize the Assistant Superintendent of Business Services to advertise for Child Nutrition Services contracts.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The United States Department of Agriculture (USDA) and the California Department of Education (CDE) require the food and supplies purchased for use in the School Breakfast Program (SBP) and the National School Lunch Program (NSLP), and that exceed the Federal threshold of \$150,000 or more, be let to contract by a formal bidding process.

Comments: Child Nutrition Services plans to conduct formal bidding processes for frozen and refrigerated foods, and for fresh produce.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for Child Nutrition Services contracts.

Financial Impact: Cost: \$2000.00
Additional staffing costs: \$0
Other costs: \$0
One time cost
Cafeteria Fund

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Approve Contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2019-2020 school year.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: School portraits provide lasting memories for families. Last year, the District formed a committee comprised of a Board member, school office staff and site administrators to consider proposals from various school photography companies. Studio 1 Distinctive Portraiture was selected for the 2018-2019 school year.

The committee asked that a sibling discount be offered for the 2019-2020 school year. The company responded that this is already an option for families. The District will request that "sibling discount is available upon request" be added to the distribution flyer for 2019-2020.

This year, the committee met to review the contract, and make a recommendation for the upcoming year. On March 5, 2019, the committee sent a survey to various parent groups seeking feedback on their experience with Studio 1 Distinctive Portraiture.

Members of the School Photography committee reviewed the responses from the survey. Based on the feedback, the consensus was to renew the contract with Studio 1 Distinctive Portraiture for 2019-2020.

Incentives will continue to be offered as they were for the 2018-2019 school year. Studio 1 will offer the following incentives for each school site (to be selected by each school). Each school will be able to choose 1 of these incentives:

- A Free 48 Page Color Yearbook - Up to 50% of the school
- A Free Spirit Shirt With School Logo For Each Student
- A Free Student Planner For Each Student

Recommended Motion: Approve Contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2019-2020 school year.

Attachments:
CT3398

National School District 2019-2020 School Portraiture Contract

Agreement made this 9th day of May 2019, between National School District (1500 N Avenue • National City, CA • 91950) hereinafter referred to as the “Client”, and Studio 1 (9060 Rancho Park Court • Rancho Cucamonga, CA • 91730) with respect to school portraiture and associated services.

Section 1 – School Sites Included

1. This contract will reflect the photography to be completed at each of the following schools in the National School District:

- a. **Central School** - 933 E Avenue, National City, CA 91950
- b. **El Toyon School** - 2000 E. Division Street, National City, CA 91950
- c. **Ira Harbison School** - 3235 E. 8th Street, National City, CA 91950
- d. **John Otis School** - 621 E. 18th Street, National City, CA 91950
- e. **Kimball School** - 302 W. 18th Street, National City, CA 91950
- f. **Las Palmas School** - 1900 E. 18th Street, National City, CA 91950
- g. **Lincoln Acres School** - 2200 Lanoitan Avenue, National City, CA 91950
- h. **Olivewood School** - 2505 F Avenue, National City, CA 91950
- i. **Palmer Way School** - 2900 Palmer Street, National City, CA 91950
- j. **Preschool Center** - 2401 East 24th Street, National City, CA 91950
- k. **Rancho de la Nación School** - 1830 E. Division Street, National City, CA 91950

Section 2 – Services

1. Studio 1 agrees to provide portrait services for each school site which includes all or some of the following:
- a. Fall pre-pay portraiture including all students and staff regardless if a purchase is completed
 - b. Spring pre-pay portraiture
 - c. Panoramic/Promotion portraiture

Section 3 - Time of Performance

1. Studio 1 agrees that individual portraits will be shipped to the client approximately 2-3 weeks after the date of the event. Shipment will be made via FedEx or at the discretion of Studio 1.

Section 4 - Length of Contract

1. This agreement shall be for a period of 1 year (2019-20 School Year).

Section 5 - Exclusive Rights

1. Studio 1 shall be the exclusive photographer for all fee-based portraiture at the clients' locations.

Section 6 – Supply and Distribution of Sales Materials

1. Client agrees to distribute in a timely manner, all Studio 1 supplied sales material as specified by event.
2. All sales material will be shipped to the client location and will be grouped by teacher.

Section 7 – Use of Images

1. Studio 1 will only use the images captured of each student for producing photo packages and ID cards. Upon the request of the school and/or district, Studio 1 will also provide images for the school’s student management system, yearbook, library software, etc.

Section 8 – School Incentives

1. Studio 1 will offer the following incentives for each school site (to be selected by each school). Each school will be able to **choose 1** of these incentives:

- A Free 48 Page Color Yearbook - **Up to 50% of the school**
- A Free Spirit Shirt With School Logo For Each Student
- A Free Student Planner For Each Student

Section 9 – Additional Complimentary Items

1. The client will have the option of receiving the following items complimentary:
 - a. #4 package for each staff member photographed in the fall
 - b. 1 permanent identification card per student and staff member
 - c. Student and staff images on disk per school software specifications
 - d. 3 die cut sticky back prints per student (CUM Stickers)
 - e. Principal album with all class portraits
 - f. Reasonable quantities of award certificates
 - g. Academic desk and planner calendars

Section 10 - Understanding of All Parties

1. This agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the parties other than expressly herein set forth, and neither Studio 1 nor client shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. The agreement supersedes any previous agreement or understanding with respect to the services to be performed and cannot be modified except in writing by all the parties hereto. Upon execution, this agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

 Client Representative Signature

Rick Lutz

 Studio 1 Representative Signature

 Client Representative Printed Name

Rick Lutz

 Studio 1 Representative Printed Name

 Date

04/22/2019

 Date

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Approve Consultant Contract #CT3399 with Specialized Therapy Services for Psychologists services for 2018-2019.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: There is a need from this service due to the leave of one of our psychologists in March. Specialized Therapy Services is a local staffing agency that has provided services to our district for a variety of needs. We use the agency until June 5, 2019 for this specific purpose.

Comments: Specialized Therapy Services is able to cover evaluations, assist with report writing and will provide the therapy services that aligns with the needs specified through the Individualized Education Programs for students.

Recommended Motion: Approve Consultant Contract #CT3399 with Specialized Therapy Services for Psychologists services for 2018-2019.

Financial Impact: Contract cost: Not to exceed \$15,000.00
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3399

[01 - 00] [6500 - 000] [5770] [3150] [1100 - 000] [022]
Fund Res Goal Function Object School

Contract No. CT #3399 (Amended)

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 Specialized Therapy Services 4204-A Adams Ave

Contractor

Taxpayer ID Number

Mailing Address

San Diego CA 92116, 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. Will provide Speech & Language Therapists and (1) School Psychologist to identified
students.

(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 May 9, 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 Dollars (\$ 15,000.00). District shall pay Contractor according to the following terms and conditions: Specialized Therapy Services will invoice.
-
-
-

(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: Steven Oas
Specialized Therapy Services
4204-A Adams Ave
San Diego CA 92116

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 9 day of May, 2019.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assist. Supt. Business Services/Superintendent

Title

Signature of Authorized Agent

Steven Oas

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 5/8/19

(619) 431-5049

(Area Code) Telephone Number

Agenda Item: **15.B. Ratify consultant contract #CT3559 for Mad Science Assemblies held at Lincoln Acres for demonstration and hands-on experiences aligned to the vision.**

Quick Summary / Abstract: Integrated content and transferring skills from hands-on experiences to complex higher-ordered thinking skills is at the forefront of our STEAM+ academics. Students participate in a 45 minute assembly (one for K-3 and one for 4-6) that captivated their attention to be fascinated with science. They then rotate between four stations to learn: chemical reactions, magnetism, construction, and forces. Each student will experience all of the stations, and have opportunities to achieve the goals of each activity.

Comments: Mad Science is an interactive experience that captivates the interests of the students, and has them engage in problem solving and critical thinking skills. Students will learn how science plays an important part in our everyday lives, and is continuously evolving through innovation. Mad Science presented at Lincoln Acres on April 16, 2019 for K-3 and April 17, 2019 for 4th-6th. Due to an oversight caused by a change in office staff, the school inadvertently failed to submit a Board agenda item at the time of services.

Recommended Motion: Ratify consultant contract #CT3559 for Mad Science Assemblies held at Lincoln Acres for demonstration and hands-on experiences aligned to the vision.

Financial Impact: Contract cost: \$4,950.00
Additional staffing costs: \$0
Other costs: \$0
One time cost
Title 1

Attachments:
CT3559

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

Contract No. #CT 3599

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 Hatching Results, LLC 2907 Shelter Island Drive, #150-287

| 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. Will provide leadership, training and consultation for School Counselors and Administrators.

(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 May 9, 2019, and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _ Dollars (\$ 80,000.00). District shall pay Contractor according to the following terms and conditions: MCF Consulting, Inc. will invoice.
-
-
-

(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: Trish Hatch
Hatching Results, LLC
2907 Shelter Island Drive, #150-287
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 9 day of May, 2019.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Assist. Supt. Business Services/Superintendent

Title

Signature of Authorized Agent

Trish Hatch

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 5/8/19

(707) 497-4395

(Area Code) Telephone Number

Agenda Item: **15.C. Approve iReady Common Core Diagnostic Assessment Subscription for National School District teachers.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this agreement will allow access to iReady Diagnostic Assessment, an online adaptive assessment measuring student performance and growth on Common Core Standards. The adaptive nature of the assessment identifies student ability level, specific skills needed and charts a personalized learning path for each student. The reports are designed to be actionable for teachers and support instruction. The diagnostic is designed to be given three times a year in English Language Arts and Math.

The program will include all K-6 teachers at National School District sites access to the online iReady diagnostic with aligned optional teacher resource for English Language Arts and Math. Start and end dates will be reflected in the purchase order submitted in the fall.

Recommended Motion: Approve iReady Common Core Diagnostic Assessment Subscription for National School District teachers.

Financial Impact: Subscription cost: Not to exceed \$55,000.00
Additional staffing costs: \$0
Other costs: \$0
One time cost
LCAP Fund

Attachments:
iReady Subscription

Curriculum Associates®

Prepared For:

Sharmila Kraft
National School District
1500 N Ave,
National City, CA 91950

2/12/2019

Dear Sharmila Kraft,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 167979.9 Valid For: 90 days

| Product | List Price | Net Price |
|---------|---------------------|--------------------|
| i-Ready | \$64,140.00 | \$51,312.00 |
| | List Total: | \$64,140.00 |
| | Savings: | \$12,828.00 |
| | Shipping/Tax/Other: | \$0.00 |
| | Total: | \$51,312.00 |

Thank you again for your interest in Curriculum Associates.

Sincerely

David Kootman
760-521-6055
dkootman@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 167979.9 Date: 2/12/2019 Valid For: 90 Days

Prepared For:
Sharmila Kraft
National School District
1500 N Ave,
National City, CA 91950
skraft@nsd.us

Your Representative:
David Kootman
760-521-6055
dkootman@cainc.com

Central Elementary School 933 E Ave, National City, CA 91950

Total Building Enrollment: 574

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 574 | \$6.00 | \$4.80 | \$2,755.20 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 574 | \$6.00 | \$4.80 | \$2,755.20 |
| Subtotal: | | | | | | \$5,510.40 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,510.40 |

El Toyon Elementary School 2000 E Division St, National City, CA 91950

Total Building Enrollment: 630

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 630 | \$6.00 | \$4.80 | \$3,024.00 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 630 | \$6.00 | \$4.80 | \$3,024.00 |
| Subtotal: | | | | | | \$6,048.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,048.00 |

Ira Harbison Elementary School 3235 E 8th St, National City, CA 91950

Total Building Enrollment: 550

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 550 | \$6.00 | \$4.80 | \$2,640.00 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 550 | \$6.00 | \$4.80 | \$2,640.00 |
| Subtotal: | | | | | | \$5,280.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,280.00 |

John A Otis Elementary School 621 E 18th St, National City, CA 91950

Total Building Enrollment: 448

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 448 | \$6.00 | \$4.80 | \$2,150.40 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 448 | \$6.00 | \$4.80 | \$2,150.40 |

| | |
|------------------|------------|
| Subtotal: | \$4,300.80 |
| Shipping: | \$0.00 |
| Tax: | \$0.00 |
| School Subtotal: | \$4,300.80 |

Kimball Elementary School 302 W 18th St, National City, CA 91950

Total Building Enrollment: 413

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 413 | \$6.00 | \$4.80 | \$1,982.40 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 413 | \$6.00 | \$4.80 | \$1,982.40 |
| Subtotal: | | | | | | \$3,964.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,964.80 |

Las Palmas Elementary School 1900 E 18th St, National City, CA 91950

Total Building Enrollment: 630

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 630 | \$6.00 | \$4.80 | \$3,024.00 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 630 | \$6.00 | \$4.80 | \$3,024.00 |
| Subtotal: | | | | | | \$6,048.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,048.00 |

Lincoln Acres Elementary Sch 2200 S Lanoitan Ave, National City, CA 91950

Total Building Enrollment: 553

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 553 | \$6.00 | \$4.80 | \$2,654.40 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 553 | \$6.00 | \$4.80 | \$2,654.40 |
| Subtotal: | | | | | | \$5,308.80 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,308.80 |

Olivewood Elementary School 2505 F Ave, National City, CA 91950

Total Building Enrollment: 595

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 595 | \$6.00 | \$4.80 | \$2,856.00 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 595 | \$6.00 | \$4.80 | \$2,856.00 |
| Subtotal: | | | | | | \$5,712.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,712.00 |

Palmer Way Elementary School 2900 Palmer St, National City, CA 91950

Total Building Enrollment: 525

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 525 | \$6.00 | \$4.80 | \$2,520.00 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 525 | \$6.00 | \$4.80 | \$2,520.00 |
| Subtotal: | | | | | | \$5,040.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,040.00 |

Rancho De La Maclon School 1830 E Division St, National City, CA 91950

Total Building Enrollment: 427

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| i-Ready Math Diagnostic Per Student License 1 Year | Multiple | 13086.0 | 427 | \$6.00 | \$4.80 | \$2,049.60 |
| i-Ready Reading Diagnostic Per Student License 1 Year | Multiple | 13088.0 | 427 | \$6.00 | \$4.80 | \$2,049.60 |
| Subtotal: | | | | | | \$4,099.20 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,099.20 |

Total

| | |
|---------------------|--------------------|
| List Total: | \$64,140.00 |
| Savings: | \$12,828.00 |
| Merchandise Total: | \$51,312.00 |
| Voucher/Credit: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Estimated Shipping: | \$0.00 |
| Total: | \$51,312.00 |

Special Notes

All i-Ready purchases require professional development. 20% volume discount applied to i-Ready per student licenses is dependent upon quantity purchased.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total (min: \$12.99)

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y10

Curriculum Associates®

Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** orders@cainc.com
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

| Order Amount | Percentage of Order |
|---------------------------|---|
| \$999.99 and less | 12% with \$12.99 minimum freight charge |
| \$1,000.00 to \$4,999.99 | 10% |
| \$5,000.00 to \$99,999.99 | 8% |
| \$100,000.00 and more | 6% |

Please contact local CA Representative, customer service (1-800-225-0248), or CurriculumAssociates.com for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Agenda Item: **15.D. Approve District-wide subscription with Thrively Inc.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Thrively is a software program that develops social and emotional skills that supports both students' strengths and academic school priorities. The personalized adaptive software program discovers students' unique strengths, interests, and aspirations.

Thrively software program will enhance National School District Tier 1 social, emotional and behavioral systems.

Comments: Based on an initial assessment, the software program builds lessons and learning activities that promote skills needed for success in the classroom and beyond. The focus of the software program is to develop the whole child through personalized learning experiences and activities tailored to a child's unique interests and passions.

Recommended Motion: Approve subscription with Thrively Inc.

Financial Impact: Subscription cost: Not to exceed \$25,000.00

Additional staffing costs: \$0

Other costs: \$0

One time cost

LCAP Fund

Attachments:

Thrively Inc. subscription renewal



Thrively, Inc.
 Tax ID#: 46-2938115
 www.thrively.com
 thrive@thrively.com
 (310) 266-0494

3900 W Alameda Ave
 Suite 1200
 Burbank, California 91505
 United States

QUOTE

| | | |
|--------------|----------------|---------------------------------|
| Quote Number | 0590 | National School District |
| Quote Date | April 26, 2019 | woconnor@nsd.us |
| Total | \$22,500.00 | |

| Item | Description | Unit Cost | Quantity | Line Total |
|--------------------------------------|--|-----------|----------|-------------|
| Thrively Pro District License | District-wide license for Thrively Pro for 2019 - 2020 school year | \$4.00 | 5,250 | \$21,000.00 |
| Thrively PD | Half-day onsite PD session | \$750.00 | 2 | \$1,500.00 |
| Technical Support | Access to our personalized learning coaches to customize Thrively classroom experience | | 1 | |

With a Thrively Pro District Subscription, every student will receive:

- Strength assessment designed by leading pediatric neuropsychologists
- Inspiring Strengths Profile report which empowers students with knowledge about what makes them unique
- Pathway videos which connect to the world of work, driven by a student's identified strengths and aspirations
- Rich library of lessons and courses to build skills in SEL, 4C's, and more
- Personalized Digital Portfolio to set goals and track growth
- Highly-collaborative Project Tool to support project-based learning, capstone projects, and experiential learning
- Customized playlist and project on building Empathy and Worldliness

| | |
|--------------|--------------------|
| Subtotal | \$22,500.00 |
| Total | \$22,500.00 |

Agenda Item: **15.E. Discussion regarding partnership with National School District and School of Social Work at San Diego State University.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: During the March 13, 2019 National School District Board meeting, opinions were expressed during public comment that presented information regarding the District's partnership with San Diego State University. The attached letter provides clarity on San Diego State University School of Social Work partnership with National School District.

Attachments:
Letter to National School District from SDSU School of Social Work

Office of the Dean
College of Health
and Human Services
San Diego State University
5500 Campanile Drive
San Diego CA 92182-4124
Tel: (619) 594-6151
Fax: (619) 594-7103



SAN DIEGO STATE
UNIVERSITY

April 26, 2019

Dr. Sharmila Kraft
Assistant Superintendent
National School District
1500 "N" Avenue
National City, CA 91950

Dear Dr. Sharmila Kraft;

We are writing to affirm the commitment to maintaining and strengthening the collaborative relationship between the National School District and the School of Social Work at San Diego State University.

We fully understand the concerns that you shared with us, and hope that through a follow-up phone conversation and in-person meeting on April 4, 2019, such concerns were appropriately addressed. We appreciate your being open to communicating with us, and understanding our focus on continuing this important partnership. We confirm that the statements by two SDSU colleagues represented their own views, but not the official position of the University.

The National School District has been a significant community partner uniquely offering our social work students critical learning opportunities in a meaningful environment, which in turn benefits students and parents alike in the District's academic community. We greatly value our partnership, and plan to explore various new ways in which we can collaborate with each other for the well-being of the students and parents.

We thank you for the opportunity to share this letter with you, and look forward to continuing our collaborative relationship.

Sincerely yours,

Steven P. Hooker, Ph.D., FACS, FNAK
Dean, College of Health and Human Services
San Diego State University

Jong Won Min, Ph.D., MSW
Director and Professor
School of Social Work
San Diego State University

Agenda Item: **15.F. REACH Re-Imagine presentation.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: As part of our DREAM BIG goals for the National School District we have begun to Re-Imagine our after school enrichment and intervention programs through our REACH partnership. Phase I of said Re-Imagine was piloted this year under the guidance of consultant, Catalina Maynard, Artistic Director for our Performing Arts component of the program.

Comments: REACH staff received over 12 hours of staff development in the performing arts as well as side by side coaching at each site. All ten schools will present a culmination event for the parents of students who participated in the performing arts component. Areas taught during this process were movement and dance choreography as well as vocal, speaking and singing work.

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Conduct public hearing pursuant to Government Code 3547 regarding proposal from the California School Employees Association and its National Chapter 206 to open negotiations for the 2019-2020 school year with the National School District.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining", gives the public the opportunity to express their views at a board meeting prior to the Board's adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Association and its Chapter 206 to open negotiations for the 2019-2020 school year.

Article 12: Health and Welfare Benefits

Comments: This is the second year of the current three-year Agreement between the National School District and the California School Association and its Chapter 206.

Attachments:
CSEA Sunshine Letter



**California
School
Employees
Association**

6341 Nancy Ridge Drive
San Diego, CA 92121

(858) 458-0300
(800) 675-9939
FAX: (858) 677-8992
www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



March 15, 2019

Leighangela Brady, Superintendent
National School District
1500 N Avenue
National City, CA 91950

Re: Sunshine Letter

Dear Superintendent Brady,

The following will serve as CSEA and its National Chapter 206 sunshine proposal for the 2019-2020 Reopeners.

CSEA will open on the following Article:

Article 12 Health and Welfare Benefits

The Articles listed above are to be sunshined pursuant to Government Code §3547 (a). CSEA Chapter #206 is respectfully requesting that this letter be submitted to the Board of Education for public review and comment.

Sincerely,
California School Employees Association

Joni Collins
Labor Relations Representative

C: Mona Ribada, Chapter President
Diana Clayton, Regional Representative
Bea Mora, Area K Director
Leticia Munguia, Field Director
File

Our mission: To improve the lives of our members, students and community.

Pursuant to the Educational Employment Relations Act (EERA) and Articles of the current Collective Bargaining Agreement between the National School District (“District”) and the California School Employees Association (“CSEA”) and its National Chapter #206, CSEA submits its initial proposals to meet and negotiate with the District for 2019-2020 Reopeners.

○ **ARTICLE 12 HEALTH AND WELFARE BENEFITS**

The District shall pick up the entire cost of any increase to health and welfare benefits for all bargaining unit employees for the 2019-2020 school year.

Agenda Item: **16.B. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association and its Chapter 206 to open negotiations for the 2019-2020 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as “sunshining”, gives the public the opportunity to express their views at a board meeting prior to the Board’s adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association and its Chapter 206 to open negotiations for the 2019-2020 school year. The District’s initial proposal for the 2019-2020 school year is as follows:

ARTICLE 12: Health and Welfare Benefits No increase in the District's maximum contribution per eligible full time employee.

Comments: This is the second year of the current three-year Agreement between the National School District and the California School Employees Association and its Chapter 206.

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Award Contract #CT3597 for Bid #18-19-183 to R.E. Shultz Construction, Inc., for Playground Equipment at John Otis School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On October 24, 2018 the Board authorized the administration to advertise for installation of new playground equipment at John Otis School. According to industry standards, the average life expectancy for a playground is 15-20 years. The playground equipment on the main campus has exceeded its life expectancy and the cost of repairs would approach 50% of the cost of replacement. In order to replace the equipment and bring the playground area up to date, the old equipment will be removed along with the wood fiber. Drainage adjustments will be made to the area, new wood fiber will be brought in to code, and a new playground set with a built-in shade structure will be installed.

The playground equipment was purchased separately under a separate piggyback bid, and will be provided by the District to the contractor for installation. The equipment is being purchased using the National Joint Powers Alliance (now Sourcewell) contract. The cost of the playground equipment is \$45,413.00.

Comments: Bids were publicly opened on April 24, 2019. The District received one (1) bid for this project:

- R.E. Shultz Construction, Inc. \$64,780.00

R.E. Shultz Construction, Inc., is the lowest responsive bidder. The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award Contract #CT3597 for Bid #18-19-183 to R.E. Shultz Construction, Inc., for Playground Equipment at John Otis School.

Financial Impact: Contract cost: \$64,780.00
Additional staffing costs: \$0
Other costs: \$45,413.00 for equipment
One time cost
General Fund

Attachments:
CT3597
CT3597 image

**CONTRACT AGREEMENT
CT3597**

THIS AGREEMENT, made this 8th day of May, 2019, in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and R.E. Shultz Construction, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**PLAYGROUND EQUIPMENT AT JOHN OTIS SCHOOL
BID 18-19-183**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed thirty five (35) days from and after the date stated in such notice, which shall include three (3) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: Sixty Four Thousand Seven Hundred Eighty Dollars (\$64,780.00), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Designation of Subcontractors
- List of Subcontractor's DIR Registration Numbers
- Noncollusion Affidavit
- Agreement
- Bid Bond
- Performance Bond
- Payment Bond for Public Works
- Recycled Content Certification
- Contractor Fingerprinting Requirements
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Project Manual and Specifications
- Drawings
- Certification of Contractor and Subcontractor Division of Industrial Relations Registration
- Addenda No. 1 as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

License No. _____
By _____
Its _____

DISTRICT:
National School District

By _____
Its _____
Governing Board Date _____

(Corporate Seal)



Agenda Item: **17.B. Reject all bids for Bid #18-19-191 Flooring Repair and Replacement.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On February 27, 2019 the Board authorized the administration to advertise for various District maintenance projects, including flooring repair and replacement projects. This project will provide needed flooring repair and replacement throughout the District. Several types of flooring are included in the contract for various maintenance needs. Vinyl flooring in the El Toyon student restrooms, stair treads on the stages at the Olivewood multipurpose room and the Palmer Way multipurpose room, and 19 classrooms at various school sites including Olivewood, Lincoln Acres, Ira Harbison, and John Otis.

The sites listed above were selected in accordance with areas that were found to have deficient ratings on our Facilities Assessment Report.

Please note that these locations are subject to change depending on circumstances beyond District control.

Comments: Bids were publicly opened on April 22, 2019. The District received one (1) bid for this project. After careful review, the bid did not comply with bid specifications provided by the District. The bid was from Tri-Co Flooring. The Board is asked to reject the non-responsive bid. The project will be re-bid.

Recommended Motion: Reject all bids for Bid #18-19-191 Flooring Repair and Replacement.

Financial Impact: Contract cost: \$0
Additional staffing costs: \$0
Other costs: \$1,000.00 for new advertisement
One time cost
General Fund

| | |
|---------------------------|---|
| Agenda Item: | 17.C. Accept gifts. |
| Speaker: | Christopher Carson, Assistant Superintendent, Business Services |
| Rationale: | <ol style="list-style-type: none"> 1. \$500.00 from Sempra Energy on behalf of Maria De La Paz to Palmer Way School for the GATE Program. 2. \$150.00 from National City Elementary Teachers Association to Kimball School for sixth grade camp. 3. \$25.00 from Cheryl Koenemund to El Toyon School for new library books. 4. \$20.81 from Sticker Rise LLC to Olivewood School for any school needs. 5. \$238.00 from Friday Club of National City to Central School for sixth grade camp. |
| Quick Summary / Abstract: | <ul style="list-style-type: none"> • Maria De La Paz is a parent at Palmer Way School and an employee of SDG&E. Through the Sempra Energy Foundation, employees of Sempra Energy can support their local communities by donating through payroll deduction or through the volunteer incentive program to any public charity. • 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. • Cheryl Koenemund is a community member with an interest in supporting youth. • Sticker Rise, LLC is a local community partner who supports youth. • Friday Club of National City is a local community partner who supports local youth. |
| 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: | None |

Agenda Item:

18. BOARD WORKSHOP

Agenda Item:

19. BOARD/CABINET COMMUNICATIONS

Agenda Item: **20. ADJOURNMENT**