



Governing Board Agenda

June 12, 2019

Welcome

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

Our Governance Team

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

Barbara Avalos, Clerk

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Member

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

Maria Dalla, Member

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

Alma Sarmiento, President

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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



**NATIONAL
SCHOOL DISTRICT**

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



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

CORE VALUES

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, June 12, 2019

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

NATIONAL SCHOOL DISTRICT

1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now

1. CALL TO ORDER

2. 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.

3. ADJOURN TO CLOSED SESSION

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

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

Three Cases

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

OAH Case No.2019030777

OAH Case No.2019031140

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

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

Agency negotiator: Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS- None

10. PUBLIC COMMUNICATIONS

Alma Sarmiento,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the 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.

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Alma Sarmiento,
Board President

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

12.A. Minutes

12. A.I. Approve the minutes of the Regular Board Meeting held on May 22, 2019.

Leighangela Brady,
Superintendent

12.B. Administration- None

12.C. Human Resources- None

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services- None

12.E. Business Services

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

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.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

13.B. Approve Independent Contractor Agreement #CT3423 with Huard and Associates.

Leighangela Brady,
Superintendent

13.C. Approve Contract #CT3542 with BCK Programs, LLC for Sustainability Consulting Services.

Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Approve contract #CT3582 for Banyan Tree Educational Services for student #3708625 to complete tutoring services as part of an Individualized Education Plan as outlined per Settlement Agreement based on OHA Case No.2019010555.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve contract #CT3619 with American Reading Company for the 2019-2020 school year, to provide Transitional Kindergarten-6th grade professional development to all teachers and site administrators.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.C. Approve consultant contract #CT3621 with Benchmark for the 2019-2020 school year to provide Transitional Kindergarten-6th grade professional development to all teachers.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.D. Conduct a public hearing for the 2019-2020 Local Control Accountability Plan.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15. HUMAN RESOURCES-None

16. BUSINESS SERVICES

16.A. Consideration and appointment of Lori Anne Peoples and Richard L. Toy to the Measure N and HH Citizens' Bond Oversight Committee.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.B. Conduct a public hearing for the 2019-20 Budget.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.C. Accept gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

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- 4:00 p.m.**

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

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

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary / 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**

Quick Summary / None
Abstract:

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

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

Agenda Item: **11. AGENDA**
Agenda Item: **11.A. Approve agenda.**
Speaker: Leighangela Brady, Superintendent
Recommended Motion: Approve agenda

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

Speaker: Alma Sarmiento, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on May 22, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 05/22/19

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

May 22, 2019

6:00 PM

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

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 to 6:00 p.m.

Board President, Alma Sarmiento, announced that in Closed Session the Governing Board voted unanimously to appoint Meghann Young as Principal of Ira Harbison School.

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, Samantha David, led the Pledge of Allegiance.

8. ROLL CALL

Mrs. Jocelyn Gomez took roll call.

9. PRESENTATIONS

9.A. Student presentation regarding update on BCK Programs waste diversion and green efforts.

Students from BCK Programs gave a presentation regarding waste diversion and green efforts.

Board members presented each of the students with a certificate and cork journal.

9.B. Presentation by Rancho de la Nación School students.

Students from Rancho de la Nación School gave a presentation on the SciTech Program.

Board members presented each of the students with a certificate, book, and bookmark.

9.C. Recognize Mrs. Sonia Ahumada, Rancho de la Nación School, as the National School District Volunteer of the Month for May 2019.

Ms. Kathy Melanese, Principal, Rancho de la Nación, recognized Mrs. Sonia Ahumada, Rancho de la Nación School, as the National School District Volunteer of the Month for May 2019.

Mrs. Ahumada was absent for the Board meeting, she will be recognized at her site.

9.D. Recognize Maria Saldares, teacher, Rancho de la Nación School, as the National School District Employee of the Month for May 2019.

Ms. Kathy Melanese, Principal, Rancho de la Nación, recognized Maria Saldares, teacher, Rancho de la Nación School, as the National School District Employee of the Month for May 2019.

Board members presented Ms. Saldares with a certificate and a District pencil and pen set.

9.E. Recognize one sixth-grade student from each school as a Distinguished Scholar for the 2018-2019 school year.

Teachers recognized one sixth-grade student from each school as a Distinguished Scholar for the 2018- 2019 school year.

Members of the Governing Board presented the National School District Medal of Distinction to each scholar. As they were introduced, a representative from the Sweetwater Kiwanis Club and Board Members, presented a \$50 gift card and a certificate to the Distinguished Scholar from each school.

9.F. Recognize District students for seven years of perfect attendance.

Recognized District students for seven years of perfect attendance. Governing Board members and Superintendent Leighangela Brady, presented the students with a plaque recognizing this District accomplishment.

9.G. Recognize the District winner and finalists of the third annual sixth grade writing contest.

Recognized the District winner and finalists of the third annual sixth grade writing contest. Board Member and Superintendent, Leighangela Brady introduced each of the finalists and gave them a certificate and an engraved medal. Superintendent, Leighangela Brady, announced the District winner, Alejandro Valverde of Las Palmas School.

9.H. Recognize the District winners of the first annual Kids' Recipe Contest.

Recognized the District winners of the first annual Kid's Recipe Contest. Winners presented their dish to each Board and Cabinet member.

Child Nutrition Services staff presented each student with a certificate and gift bag.

9.I. Recognize and honor Teacher of the Year nominees for 2019.

Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the Teacher of the Year 2019 nominees.

Board members presented the Teacher of the Year 2019 nominees with a certificate.

9.J. Recognize the National Board Certified Teachers from National School District.

Recognized the National Board Certified Teachers from National School District.

Board members presented the National Board Certified Teachers with a certificate.

10. RECEPTION

At 7:55 p.m., Board President, Alma Sarmiento called the meeting to a recess.

At 8:12 p.m., Board President, Alma Sarmiento reconvened the public meeting.

11. PUBLIC COMMUNICATIONS

None

12. AGENDA

12.A. Approve agenda.

Motion Passed: Agenda passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

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

13. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, Consent Calendar/Routine items of business passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

For item 13.C.I. lines #12 and #13 the name listed as "pending" indicates open positions for current National School District employees.

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on May 8, 2019.

13.B. Administration

13.C. Human Resources

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

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

13.D. Educational Services

13.E. Business Services

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

14. GENERAL FUNCTIONS

14.A. Discussion regarding school photography for the 2019-2020 school year.

The Board had a discussion regarding school photography companies for the 2019-2020 school year.

15. EDUCATIONAL SERVICES

15.A. Approve purchase of annual software licenses and/or subscriptions for the 2019-2020 school year.

Motion Passed: Following discussion, purchase of annual software licenses and/or subscriptions for the 2019-2020 school year passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

Amend item to include total financial impact for the purchase of annual software licenses and/or subscriptions for the 2019-2020 school year not to exceed: \$198,794.53.

15.B. Approve purchase of Windows Server licenses for National School District.

Motion Passed: Purchase of Windows Server licenses for National School District 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.C. Approve contract #CT3601 with San Diego County Office of Education (SDCOE) to transition the network operating system to Microsoft server.

Motion Passed: Following discussion, contract #CT3601 with San Diego County Office of Education (SDCOE) to transition the network operating system to Microsoft server 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.D. Approve contract #CT3604 with Curriculum Associates to provide professional learning to National School District teachers for iReady Common Core.

Motion Passed: Contract #CT3604 with Curriculum Associates to provide professional learning to National School District teachers for iReady Common Core 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

15.E. Approve contract #CT3605 with PBL Consulting to provide National School District teachers and administrators professional development.

Motion Passed: Following discussion, contract #CT3605 with PBL Consulting to provide National School District teachers and administrators professional development 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. HUMAN RESOURCES

16.A. Approve Declaration of Need for Fully Qualified Educators for the 2019-2020 school year.

Motion Passed: Following discussion, Declaration of Need for Fully Qualified Educators for the 2019-2020 school year 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

16.B. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employees Association and its Chapter 206 (CSEA) for the 2019-2020 school year.

Motion Passed: Following discussion, Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employees Association and its Chapter 206 (CSEA) for the 2019-2020 school year 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.C. Approve the negotiated agreement for the 2019-2020 school year between the National City Elementary Teachers Association (NCETA) and the Governing Board of National School District.

Motion Passed: Following discussion, the negotiated agreement for the 2019-2020 school year between the National City Elementary Teachers Association and the Governing Board of National School District passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

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

17. BUSINESS SERVICES

17.A. Accept gifts.

Motion Passed: Accept gifts 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

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Dalla congratulated the Kid's Recipe Contest winners and the wonderful salad they presented, she thanked the students for their wonderful presentations. She congratulated all the students on their accomplishments. She thanked the Kiwanians for their support. She congratulated the National Board Certified Teachers.

Ms. Betancourt-Castañeda congratulated all the student honorees and Employee of the Month. She thanked the students for their wonderful presentations. She shared that it is an honor to serve on the Board. She congratulated the National Board Certified Teachers. She welcomed Ms. Megahnn Young as the new principal of Ira Harbison School. She asked the Board to reconsider keeping the District writing winner as a surprise, which was supported by all Board members.

Mr. Clapper congratulated all the students on their accomplishments. He thanked the Kiwanians for their support. He shared he attended the CSBA's May 2019 Delegate Assembly Meeting.

Ms. Avalos congratulated all the students on their accomplishments. She shared she attended the CSBA's May 2019 Delegate Assembly Meeting.

Dr. Hernandez congratulated all recognition recipients for their accomplishments. She wished everyone a Happy Classified School Employee Week. She thanked student, Christian Nzegwu from Central School for the salad he served.

Mr. Carson shared information on AB39. He congratulated the student presenters from Rancho de la Naci n on their participation in the SciTech program.

Dr. Kraft congratulated all the student honorees. She thanked teachers and site leadership for their support at this time of the year. She wished everyone a Happy Summer break!

Dr. Brady wished everyone a Happy Classified School Employee Week. She shared that Kimball School won first place at the SciTech Challenge. She commended the students who participated in the Healthy Recipe contest. She shared that BCK gave her the report of the District Office waste audit that will be shared with District Office staff.

Ms. Sarmiento congratulated all the students on their accomplishments. She welcomed Ms. Megahnn Young as the new principal of Ira Harbison School.

Board President, Alma Sarmiento, announced that in Closed Session the Governing Board voted unanimously to appoint Meghann Young as Principal of Ira Harbison School.

20. ADJOURNMENT

The meeting was adjourned at 9:14 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

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

Quick Summary / None
Abstract:

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

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff recommendations

**CERTIFICATED STAFF
RECOMMENDATIONS**

June 12, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
-------------	-----------------	-----------------------	------------------	-----------------------

Employment

None			
------	--	--	--

Temporary Employment

SPECIAL EDUCATION SUMMER INTERSESSION AT CENTRAL SCHOOL 2019

1. Rhian Hardee	Intersession Speech Language Pathologist	June 13, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds
2. Rosario Jaime	Intersession Speech Language Pathologist	June 13, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds
3. Terri Logan	Intersession Speech Language Pathologist	June 13, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds
4. Ravyn Reid	Intersession Speech Language Pathologist	June 13, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds
5. Sheree Rooke	Intersession Speech Language Pathologist	June 13, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds
6. Linda Sokolnicki	Intersession Speech Language Pathologist	June 13, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds

Release of Temporary Employment

None			
------	--	--	--

Additional Duties

None			
------	--	--	--

Contract Extension/Change

None			
------	--	--	--

Leave of Absence

7. Jessica Frumm	Enrichment Teacher Las Palmas/Olivewood Schools	2019-2020 school year	Unpaid leave of absence	
------------------	---	--------------------------	----------------------------	--

**CLASSIFIED STAFF
RECOMMENDATIONS**

June 12, 2019

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
-------------	-----------------	-----------------------	------------------	-----------------------

Employment

8. Danyette Gonzalez	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Rancho de la Nación School	July 17, 2019	Range 18, Step 1	General Fund
9. Maribel Marin	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Rancho de la Nación School	July 17, 2019	Range 18, Step 1	General Fund

Temporary Employment

SPECIAL EDUCATION SUMMER INTERSESSION AT CENTRAL SCHOOL 2019

10. Maria Barroso	Intersession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
11. Carmen Benavidez	Intersession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
12. Brenda Burciaga	Intersession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
13. Gloria Casillas	Intersession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
14. Magdalena Cisneros	Intersession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
15. Jorge Clayton	Intersession School Bus Driver	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
16. Karina Comparan- Nuñez	Intersession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
17. Alma Dager	Intersession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
18. Maria Dolores Garcia	Intersession School Bus Driver	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
19. Juana Gaytan	Intersession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
20. Mayra Graciano	Intersession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
21. Irma Gutierrez	Intersession School Bus Driver	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds

22. Rosalinda Maldonado	Interession School Bus Driver	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
23. Angelica Mendoza	Interession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
24. Saul Poblano	Interession School Bus Driver	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
25. Jose Quinones	Interession School Bus Driver	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
26. Martha Rincon Cisneros	Interession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
27. Pauline Roybal	Interession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
28. Alberto Salas	Interession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
29. Shirley Smith	Interession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
30. Maria Lourdes Solis	Interession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
31. Maria Estela Velazquez	Interession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
32. Monica Vidrio Padilla	Interession Transportation Student Attendant	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
33. Adelina Villanueva	Interession Campus Student Supervisor	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds

Additional Duties

None				
------	--	--	--	--

Contract Extension/Change

34. Brenda Burciaga	From Transportation Student Attendant 3.5 hours per day to Instructional Assistant- Health Care 3.25 hours per day 210 days per year Preschool Center	July 17, 2019	Range 18, Step 1	General Fund
35. Rachel Cabeza de Baca	From Child Nutrition Services Assistant 3 hours per day to	July 17, 2019	Range 20, Step 1	General Fund

	<p>Child Nutrition Services Site Manager 7 hours per day 208 days per year Palmer Way School</p>			
36. Irene Leon	<p>From Child Nutrition Services Assistant 3 hours per day to Child Nutrition Services Site Manager 7 hours per day 208 days per year Rancho de la Nación School</p>	July 17, 2019	Range 20, Step 1	General Fund

Leave of Absence

None				
------	--	--	--	--

Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 6/12/19			
Name	Position	Location	Effective Date
Ashlee Alfonso	Instructional Assistant- Special Education	Central School	June 5, 2019
Anilee Astilla	Teacher	Olivewood School	June 5, 2019
Elizabeth Lopez	Preschool Teacher	John Otis School	June 5, 2019
Celia Mendivil	Instructional Assistant- Health Care	Rancho de la Nación School	May 24, 2019
Stacey Weber	Teacher	Las Palmas School	June 5, 2019

Retirements 6/12/19			
Name	Position	Location	Effective Date
Rosa Jaramillo	Teacher	Rancho de la Nación School	June 5, 2019

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

Quick Summary / None
Abstract:

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

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Please see Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.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: During the 2017-2018 school 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.

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.

Comments: Contract #3398 was brought forward for approval at the May 8, 2019 Board meeting. Following discussion, the Board voted to table this agenda item and bring it forth at a future meeting with specific details added to the contract, including price and timelines.

The committee also met to review an additional vendor, and members confirmed their recommendation for Studio 1 Distinctive Portraiture during a discussion item at the May 22, 2019 Board meeting.

The committee added that a sibling discount be offered for the 2019-2020 school year. Incentives will continue to be offered as they were for the 2018-2019 school year.

Attached contract shows updates in red.

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 20th day of April 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

Promotion folio with photo and certificate mounted inside will be creating using this promotion photo. There will be no additional cost for the promotion folio.

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

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 – Sibling Discount

1. Studio 1 will offer a sibling discount. The second sibling at the school (and any additional siblings beyond #2) will receive a \$3 discount on their order. As Studio 1 cannot verify which students are siblings, we will ask that the school office to assist in notifying us of the students who are siblings and who are utilizing this discount.

Section 9 – 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
- **Up to (15) free banners, size 3' x 5'**

Section 10 – 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 11 – Package Pricing

Package 1 - \$44.00 – (2) 8x10s, (2) 5x7s, (4) 4x5s, (16) Wallets, (1) 8x10 Class

Picture Package 2 - \$36.00 – (2) 8x10s, (4) 4x5s, (16) Wallets, (1) 8x10 Class Picture

Package 3 - \$25.00 – (2) 5x7s, (4) 4x5s, (16) Wallets, (1) 8x10 Class Picture

Package 4 - \$44.00 – (4) 4x5s, (8) Wallets, (1) 8x10 Class Picture

Section 12 - 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

Client Representative Printed Name

Date

Rick Lutz

Studio 1 Representative Signature

Rick Lutz

Studio 1 Representative Printed Name

05/24/2019

Date

Agenda Item: **13.B. Approve Independent Contractor Agreement #CT3423 with Huard and Associates.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Huard & Associates provides communication and promotional services for National School District including message development, media relations, District publications, website content, op-ed pieces, newsletters, outreach coordination, and social media program.

Through Huard and Associates, National School District has worked to enhance public opinion of District successes and build community. In addition, a focus has been to highlight successful programs and partnerships in an effort to gain and retain students and bring additional resources to our District.

This proposal seeks to expand the relationship with Huard and Associates to work directly with the Superintendent to establish weekly on-site hours that serve the needs of the District, for an average of three days per week.

Comments: Contractor will work closely with the District to identify communications and marketing priorities, and design services tailored to the District's unique needs. Services include, but are not limited to:

- Monitor and manage all District social media accounts.
- Write, edit and disseminate print and broadcast stories for the purpose of keeping the public and staff informed.
- Monitor and provide regular updates to the District website for the purpose of keeping stakeholders informed of District events and activities.
- Compile, create and keep current the monthly District and school site activity calendars.
- Collaborate with District and site personnel for the purpose of developing public communication, e-mail items, video clips and web content.
- Build relationships with parents, community members, schools, departments and the District in general through management of the District website and social media outlets.
- Establish and maintain effective working relationships with parents and community stakeholders, media personnel, personnel from other agencies and organizations for the purpose of creating good public relations for the District.
- Support or serve the District to facilitate communication strategies and media outreach, and arrange press conferences, ceremonies and special events for District officials and important visitors.
- Develop a set of crisis communications to be updated as needed.
- Present communications and marketing program updates to the Governing Board as needed.
- Create and maintain a platform for the National School District to celebrate the success of every student.

Rather than the previous rate of \$150/hour for services, contractor would agree to a flat rate of \$50,000.

Recommended Motion: Approve Independent Contractor Agreement CT #3423 with Huard and Associates.

Financial Impact: Contract cost: Not to Exceed \$50,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3423

[_____]
Fund Res Goal Function Object

School Contract No. CT3423

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
Huard and Associates PO Box 421024

Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA</u>	<u>92142-1024</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Huard & Associates will provide communication and promotional services.

(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 June 13, 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 Fifty Thousand and 00/100 Dollars (\$ 50,000).
District shall pay Contractor according to the following terms and conditions:
See attached Exhibit A
-
-
-

(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:
N/A
-
-

(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 liability insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: PO Box 421024
San Diego, CA 92142-1024

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 13th day of June, 2019 .

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Christopher Carson

Typed or Printed Name

Typed Name

Asst. Superintendent of Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Previous Board Approval Date: September 14, 2017

Exhibit A- Huard & Associates CT #3423

Huard & Associates will provide a communications and marketing program that will support the National School District's vision, mission and core values, with increasing public awareness of programs, services and resources.

Contractor will work directly with Superintendent to establish weekly on-site hours that serve the needs of the District.

Contractor will work closely with District to identify communications and marketing priorities, and design services tailored to the District's unique needs. Services include, but are not limited to:

- Monitor and manage all District social media accounts.
- Write, edit and disseminate print and broadcast stories for the purpose of keeping the public and staff informed.
- Monitor and provide regular updates to the District website for the purpose of keeping stakeholders informed of District events and activities.
- Compile, create and keep current the monthly District and school site activity calendars.
- Collaborate with District and site personnel for the purpose of developing public communication, e-mail items, video clips and web content.
- Build relationships with parents, community members, schools, departments and the District in general through management of the District website and social media outlets.
- Establish and maintain effective working relationships with parents and community stakeholders, media personnel, personnel from other agencies and organizations for the purpose of creating good public relations for the District.
- Support or serve the District to facilitate communication strategies and media outreach, and arrange press conferences, ceremonies and special events for District officials and important visitors.
- Develop a set of crisis communications to be updated as needed.
- Present communications and marketing program updates to the Governing Board as needed.
- Create and maintain a platform for the National School District to celebrate the success of every student.

Compensation: District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee of Fifty Thousand and 00/100 (\$50,000).

District shall pay the Contractor according to the following terms and conditions: 12 equal installments.

Contractor agrees to submit an invoice of services to the District on the last Friday of each month.

Materials: District agrees to furnish office space in the Administration Center, and materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

Agenda Item: **13.C. Approve Contract #CT3542 with BCK Programs, LLC for Sustainability Consulting Services.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Through the help of BCK Programs, LLC., National School District has made many improvements toward more sustainable practices. As a result, the District seeks to continue contract #CT3542 with BCK Programs, LLC for the 2019-20 school year.

Approval of this contract will allow National School District administrators to work with consultants to continue implementation of a three-year sustainability plan proposed by BCK Programs, LLC., and to continue to enhance our focus on sustainability actions, especially as they relate to engaging students with environmental literacy.

Approval of this contract will also add an additional component to this program for a student pilot at Kimball school focused on stormwater pollution prevention.

While this contract will focus on District-wide sustainability support and the Kimball pilot program, it would not preclude individual sites from also contracting with BCK Programs, LLC or other green consultants.

Comments: On January 11, 2018, National School District contracted with BCK Programs, LLC to develop a long-range environmental stewardship plan to involve all District schools and begin work on pre-identified sustainability goal of waste diversion through the implementation of a student-driven waste diversion program at Palmer Way Elementary School.

In Spring 2018, Palmer Way students presented sustainability recommendations to the Governing Board. In August, BCK presented again to the Governing Board and included a recommended environmental stewardship plan.

BCK worked closely with District and school site administrators to determine priority and importance of sustainability goals. Additional surveys were sent out to National School District staff to determine priorities for next steps. Across the District, staff ranked nutrition and garden science along with waste reduction and recycling as their top two priorities. There was also strong interest from Kimball Elementary for a focus on water pollution prevention.

National School District administration recommends engaging the help of BCK Programs, LLC to continue the roll-out of the waste diversion efforts across sites.

In addition, National School District will engage the help of BCK Programs, LLC to implement a Storm Water Pollution Prevention Plan (SWPPP) at Kimball school as outlined in Exhibit A. Among many other details in the SWPPP Internship standards-aligned curriculum, the program is delivered primarily through 28 weekly “staff” meetings, conducted by a trained BCK SWPPP instructor. Through a combination of hands-on experiments, visits from industry professionals and carefully curated lesson plans that align to both Next Generation Science Standards and Common Core English Language Arts standards, students learn how to assess stormwater pollution from their school campus and how to mitigate it.

Contract costs for District-wide consulting will remain at not to exceed \$30,000. The SWPPP internship will cost an additional one time cost of \$30,000.

Recommended
Motion:

Approve Contract #CT3542 with BCK Programs, LLC for Sustainability Consulting Services.

Financial Impact:

Contract cost: Not to exceed \$60,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3542

[01 -00 1-10000 -779 1-10000 1-17200 1-15800 -000 1-1000]
Fund Res Goal Function Object

School Contract No. CT3542

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and BCK Programs, LLC 765 Normandy Rd.

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

, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. To provide services as detailed in BCK LLC. Sustainability Report. See Exhibit's A & B.
2. Term. Contractor shall commence providing services under this Agreement on June 13, 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 Sixty Thousand Dollars (\$ 60,000). District shall pay Contractor according to the following terms and conditions:

Not to exceed \$60,000. Must submit invoices to Business Services to receive payment.

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:
No exceptions
-

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:

Equipment and supplies purchased by the District for use by District personnel and students. All materials to be pre-approved by District before purchase, or purchased by District.

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

13. Insurance. Contractor shall comply with all insurance requirement listed in RFQ 16-17-240 Green Consultant (Exhibit A)
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 13 day of June, 2019.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Chris Carson

Typed or Printed Name

Typed Name

Asst. Superintendent of Business Services
Title

Social Security or Taxpayer I. D. No.

Board Approval Date:

(Area Code) Telephone Number

Previous Board Approval Date: October 10, 2018

BCK Programs, LLC™
ENVIRONMENTAL EDUCATION



Exhibits
A & B

Exhibit A- District Wide Consulting Services

Consulting Services may include (but not limited to) the following recommended tasks:

- Assist with the creation of a green mission statement
- Guide the development and prioritization of district sustainability goals and benchmarks
- Help with developing a board resolution and/or district sustainability policy
- Research green products and technologies for consideration
- Attend meetings or conferences on behalf of NSD to advance green efforts
- Assist in training and/or creating training material for students and staff as NSD transitions to green practices
- Identify grants and other funding sources for green efforts such as incentive programs and rebates
- Assist in creating campaigns to help shift to more resource efficient behaviors
- Collect baseline data and measure effectiveness of key green actions
- Coordinate and assist with the implementation of already identified best practices
- Identify community partners who can assist in sustainability efforts
- Assist with coordinating environmental stewardship lessons and pilot environmental literacy opportunities at school sites

Stormwater Pollution Prevention Plan Internship (SWPPP Internship) Proposal for National School District

Table of Contents

1. Introduction	1
2. Community Benefit	1
3. Project Approach	2
3.1 SWPPP Internship; A Student-Driven Approach	2
3.2 BCK Staff Qualifications	3
4. Stormwater Pollution Prevention Plan Program – SWPPP Internship	4
4.1 Project Experience	5
4.2 Project Approach, Methodology, and Annual Schedule	6
Task 1 Program and Curriculum Preparations	7
Task 2 Project Start	8
Task 3 Education and Training	8
Task 4 Data Collection and Analysis	9
Task 5 BMP Design and Reporting	9
6. Cost Estimate/Fee Proposal	10

1. Introduction

BCK Programs, LLC (BCK) is pleased to submit this proposal to National School District for BCK's SWPPP Internship Program to be implemented at Kimball Elementary School.

BCK invented and developed the SWPPP (Storm Water Pollution Prevention Plan) Internship program for schools in San Diego County, California. Through the program we have guided students to compose 48 industry-style SWPPPs at 16 schools. These SWPPP reports cover structural, operational and educational recommendations to reduce stormwater pollution. Nearly 50 student-designed solutions have been implemented, including a citywide shift from plastic-wrapped straw wattles to jute, school bioswales, and the placement of impervious asphalt, among many other stormwater pollution prevention measures.

The SWPPP Internship program works within the framework of a business where 5th and 6th-grade students apply to be part of an internship to study stormwater runoff on their school campus. Under our guidance, they collect data through visual observations along with collecting and testing rain event samples. After analyzing the results, the interns design sustainable solutions to reduce runoff pollution. Their work is incorporated into a final written SWPPP report that the students present to the school board and/or other stakeholders at the end of the program.

2. Community Benefit

National City is a member of San Diego Bay's Water Quality Improvement Plan (WQIP). This plan identifies the highest priority water quality conditions within

the watershed and implements strategies to address them. Kimball Elementary School students can assume a leadership role in reducing polluted runoff while at the same time providing the city with valuable data that will be included in the final SWPPP report. Kimball Elementary School is located steps away from Paradise Creek and just a handful of miles from the San Diego Bay. This proximity increases the relevance of stormwater education within the school community and can lead to measurable pollutant reductions. BCK has guided hundreds of students toward making meaningful improvements to their local environment.

3. Project Approach

3.1 SWPPP Internship: A Student-Driven Approach

The BCK method offers a truly unique and unmatched approach to implementing environmental education programs within a school setting. Traditionally, environmental education organizations spend only a few hours at schools giving pre-packaged presentations or assemblies to students. This passive learning approach rarely leaves a lasting or meaningful impact on the students, if any at all.

BCK's carefully-designed programs rely on sustained student involvement over the entire school year. With BCK's guidance, students solve real-world problems to improve stormwater quality, generate viable strategies for reducing energy needs, take specific actions to reduce school-generated waste, and encourage the greater community to take steps at home to improve the environment.

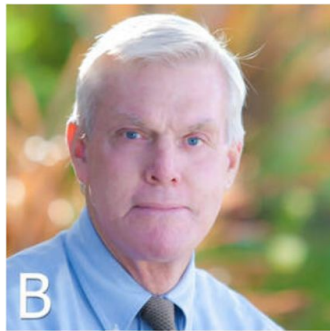


The reports and presentations, while managed under the BCK method, are written and given by the students to their fellow students, to school administrators, city and county officials, and even state agencies.

“Since 2013, over 1,100 elementary, middle and high school students in San Diego County have participated in the SWPPP Internship Program, accomplishing real-world improvements at school and in the community. BCK Programs administers these internships with 16 programs in place this 2018-19 school year.” - **Del Mar Times (Mar. 12, 2019)**

Steeped in real-world problem solving, students receive lasting educational impacts while also fostering real change. The dramatic results can be found in BCK’s year-end reports and in the many meetings and conferences for which our interns are invited to speak.

3.2 BCK Staff Qualifications



Three Managing Partners run BCK. In addition to the BCK partners, Managing Directors, Senior Managers, and Project Specialists implement the BCK programs and administer the BCK method. BCK’s well-qualified staff includes environmental engineers, certified teachers, law school graduates, environmental scientists, marine biologists, microbiologists, and many others, all of whom share a passion for using innovative methods to teach young students on environmental issues and problem-solving strategies.

4. Stormwater Pollution Prevention Plan Program – SWPPP Internship



BCK invented and developed the SWPPP Internship program. Using the BCK methodology, BCK staff accept applications and “hire” interns (elementary, middle, and high school students) to study stormwater runoff on their school campus. They collect data through visual observations along with collecting and testing rain event samples. After analyzing the results, they design sustainable solutions to reduce runoff pollution. This is all incorporated into a written SWPPP report that the students present to the school board at the end of the program.

The final report is a professional-style SWPPP, based on requirements set forth by the California Water Resources Control Board. Students complete trash and debris removal, catch basin maintenance and improvements, and associated inspections. Students also perform record keeping as to the date of inspection, items inspected, locations of facilities inspected, the overall amount of material removed, problems noted, corrective action required, and date corrective action was taken. SWPPP interns design and implement site-specific source control BMPs (Best Management Practices), such as school assemblies, school murals, car-maintenance educational outreach, as well as treatment control BMPs such as bio-filtration areas, straw wattles, water-diverting curb cuts, drain screens, permeable pavers, rain barrels, and more.



The SWPPP Internship program also satisfies educational outreach requirements set forth in the San Diego Regional Water Quality Control Board MS4

Permit¹. For more information, see www.SWPPPinternship.com.

"Hands down one of the more cogent, inspiring, and impressive panels we have had at the @CaWaterBoards. Thanks to the 5th and 6th graders at @swpppinternship for sharing your great work" - **E. Joaquin Esquivel, California State Water Resources Control Board**

4.1 Project Experience

For the last six years, BCK has been running the SWPPP Internship program throughout San Diego County using our time-tested method. This method, where students are “hired” as interns and given a high-level of responsibility, keeps the students engaged and motivated throughout the year. With teachers and environmental engineers on staff, BCK is uniquely qualified to break-down real-world tasks ordinarily performed by stormwater professionals, and impart them to students in a manner that is both fun and relevant to their daily lives.



Over 1,000 students in more than a dozen schools have completed over 48 professional-style SWPPPs, implemented actual and operating BMPs, and presented these design solutions to school boards, city councils, and even the California Water Resources Control Board. As part of education and outreach, the SWPPP Internship program has reached over 14,000 classmates and 900 teachers and staff. Based on the enormous success of the program, the SWPPP Internship program has recently expanded north to Oxnard and out-of-state to Hawaii and Nevada.

¹ California Regional Water Quality Control Board, San Diego Region, National Pollutant Discharge Elimination System Municipal Permit, Order No. R9-2013-000, as amended by Order No. R9-2015-0001, sec. E.7 (discussing public education).

Project Example: SWPPP Internship SDUHSD (Middle and High Schools)

SWPPP interns at the elementary, middle school, and high school levels work with district and site facility personnel to implement significant BMPs that reduce pollutants from flowing off their school sites including six sizable bioswales and permeable asphalt. Interns have also given presentations of their work to esteemed audiences including the San Diego Regional Water Quality Control Board, the State Water Board, Tri-State Seminar in Nevada, and the California Stormwater Quality Association.

Timeframe of Project: 2011 through 2019 (and ongoing).

Client Reference: Dan Love, Director of Maintenance and Operations, SDUHSD daniel.love@sduhsd.net

4.2 Project Approach, Methodology, and Annual Schedule

Among many other details in the SWPPP Internship standards-aligned curriculum, the program is delivered primarily through 28 weekly “staff” meetings, conducted by a trained BCK SWPPP instructor. Through a combination of hands-on experiments, visits from industry professionals and carefully curated lesson plans that align to both Next Generation Science Standards and Common Core English Language Arts standards, students learn how to assess stormwater pollution from their school campus and how to mitigate it. The table below lists the typical schedule of a BCK SWPPP Internship program. The following sections further explain each program element.

SWPPP Internship Schedule of Tasks

2019-2020 Proposed Schedule	Summary of Tasks
Prior to school year	1. Program and Curriculum Preparation
Beginning of school year	2. Project Start <ul style="list-style-type: none"> ● School site audit ● Select SWPPP interns
Weekly Meetings (#1-11 of the curriculum)	3. Education and Training
Weekly Meetings, (#12-18 of the curriculum)	4. Data Collection and Analysis <ul style="list-style-type: none"> ● Visual observations ● Stormwater sample collection (timing dependent on weather conditions) ● Analyze and evaluate water quality data ● Identify BMPs ● Begin writing SWPPP Plan
Weekly meetings (#19-28 of the curriculum)	5. BMP Design and Reporting <ul style="list-style-type: none"> ● Implement BMPs* ● Complete writing the SWPPP report ● Student presentation to National School District, National City representatives, and/or water management organizations

*Included in this program are the costs for all equipment, lab testing, and printing. Materials used in most structural BMPs are not included and usually paid for by the school district if approved.

Task 1 Program and Curriculum Preparations

Under this Task, BCK staff prepares for the site-specific needs of the SWPPP Internship program. Preparations ordinarily involve (1) visiting school site and meeting with school administrators to secure support for the program (2) gathering the necessary field equipment, and (3) making customizations to the

SWPPP Internship program curriculum to meet the needs of the selected school site.

Task 2 Project Start

Project Start involves additional site visits to select the SWPPP interns. During this time, BCK staff will determine the locations of the school's storm drains most appropriate for study and the pollutants students will investigate during the school year. Once this framework is set, BCK staff will begin the process of selecting interns for the program. This requires our staff to work closely with teachers and school administrators to set a consistent schedule and ensure top-down support throughout the year. Additionally, our BCK instructors will hold informational meetings for students wishing to apply for the program to explain the rigorous (but very fun) nature of the work we will complete.

Task 3 Education and Training

During the weekly meetings, BCK staff will provide enriching instruction to the SWPPP interns that encompass a comprehensive look at the stormwater industry. In addition to direct instruction, the weekly meetings include lab-based and field-based training using physical models, field observations, sample collection techniques as well as OSHA-inspired health and safety precautions. Other topics covered during this phase include:

- Watersheds, subwatersheds, and drainage areas
- Storm drain infrastructure
- Stormwater pollutants - sources and impacts



Task 4 Data Collection and Analysis

The next section, Data Collection and Analysis, occurs as we enter the rainy season. The following activities typically occur during this phase:

- Monthly visual observations of the drainage areas and storm drains
- Stormwater sampling during the first viable rain event of the season for analysis by a certified lab
- Hands-on lab experiments to aid interns in the interpretation of pollutant results, providing a visual and physical connection to what can otherwise be conceptually abstract for the typical student
- Identification of preliminary solutions based on stormwater sample lab results and visual observations
- SWPPP report formation (weaved into nearly every weekly meeting)

Task 5 BMP Design and Reporting



In this last section, BMP Design and Reporting, the students will complete their SWPPP report and implement as many identified BMPs as possible. These final actions typically include the following:

- Students identify and select relevant source control and/or treatment control BMPs to implement and recommend at their school site
- Assisting with school operational BMPs such as cleaning storm drains or reporting broken downspouts
- Completion of SWPPP Report
- Presentation made by interns to deliver SWPPP report with BMP recommendations to school administrators and city representatives, which could include the city council.

One of the program goals is to educate and coach students on how to create and present information to groups of people to foster positive change. This skill will be developed in the communication plan to the school site community and the presentation to the school board.

6. Cost Estimate/Fee Proposal

BCK offers the services described in this proposal for the fixed price summarized immediately below:

Work Item	Firm Fixed Price	Quantity	Total Annual Cost
SWPPP Internship Program			
Task 1. Program and Curriculum Preparation Task 2. Project Start Task 3. Education and Training Task 4. Data Collection and Analysis Task 5. BMP Design and Report Program Duration: 28 weeks	\$30,000	1	\$30,000
GRAND TOTAL:			\$30,000

BCK truly appreciates the opportunity to provide National School District with this proposal. Over recent years, we have worked extremely hard to innovate 3rd-party provided educational programs at K-12 schools. Based on our recent success, significant praise and, most importantly, the clear positive impact on the students involved, we feel proud of what we have accomplished and eager to keep improving. We look forward to adding our banner program, the SWPPP Internship, to the work we do already for National School District.

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve contract #CT3582 for Banyan Tree Educational Services for student #3708625 to complete tutoring services as part of an Individualized Education Plan as outlined per Settlement Agreement based on OHA Case No.2019010555.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: At the April 10, 2019 meeting, the Governing Board approved contract #CT3582 with Banyan Tree Educational Services to provide tutoring services for student #3708625. The contract is from April 11, 2019 through June 20, 2019 and is a settlement agreement based on OHA Case No.2019010555.

Prior to the settlement agreement on OHA Case No.2019010555, student #3708625 individualized education plan provided tutoring hours by a National School District employee. Since National School District employees are not able to provide tutoring beyond their contractual school days (school year), the parent requested these tutoring services be utilized prior to Banyan Tree tutoring services. The parent requested that the Banyan Tree Educational Services to provide tutoring commence after June 5, 2019.

This contract is for June 21, 2019 through June 30, 2020.

Settlement agreement based on OHA Case No.2019010555 outlines the provision of tutoring services from Banyan Tree Educational Services non-public service agency (NPA).

Comments: Student is currently in a special education class setting. Student's parent has agreed to (50) hours of tutoring as compensatory services provided by a non-public service agency (NPA).

Recommended Motion: Approve contract #CT3582 for Banyan Tree Educational Services for Student #3708625 to complete tutoring services as part of an Individualized Education Plan as outlined per Settlement Agreement based on OHA Case No.2019010555.

Financial Impact: Contract cost: No to exceed \$4,300
Additional staffing costs: \$0
Other costs: \$0
One time cost
General fund

Attachments:
CT3582

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

Contract No. CT #3582

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and **Banyan Tree Educational Services**, 2820 Roosevelt Road Suite 101

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Provide tutoring services for student #3708625.

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

2. Term. Contractor shall commence providing services under this Agreement on June 21, 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 (\$4,300.00 _____). District shall pay Contractor according to the following terms and conditions: Banyan Tree Educational Services will invoice NSD.
-
-
-

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

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
None
-
-

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

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

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

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 13 day of June, 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

Nanci Engle, Executive Director

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 6/12/19

(858) 367-5428

(Area Code) Telephone Number

Agenda Item: **14.B. Approve contract #CT3619 with American Reading Company for the 2019-2020 school year, to provide Transitional Kindergarten-6th grade professional development to all teachers and site administrators.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: At the February 13, 2019 Board meeting, the Governing Board approved #CT3571 with American Reading Company to provide professional development for site administrators and Educational Services Directors.

The National School District proposes to continue the partnership with American Reading Company to provide further professional development to site administrators and classroom teachers. This will include the following:

Provide six days of Administrator Professional Development

- Foundational Skills Toolkits
- Ongoing formative assessment online reading inventory system and reports
- Tier I Literacy Block Systems
- Personalized Literacy Pedagogy
- Reading Taxonomy Instructional Feedback System

Provide two Professional Development days for each classroom teacher (Transitional Kindergarten- 6th grade)

- Foundational Skills Toolkits
- Ongoing formative assessment online reading inventory system and reports
- Personalized Literacy Pedagogy
- Protocol for Independent Reading
- Classroom embedded demonstrations

In addition, District Resource Teachers will receive four days of Trainer of Trainer professional development.

Recommended Motion: Approve contract #CT3619 with American Reading Company for 2019-2020 school year, to provide Transitional Kindergarten-6th grade professional development to all teachers and site administrators.

Financial Impact: Contract cost: Not to exceed \$75,900
Additional staffing costs: \$0
Other costs: \$0
One Time Cost
General Fund (Base & LCAP)

Attachments:
CT3619

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

Contract No. _____

National School District Independent Contractor Agreement

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

(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 _____, _____, and will diligently perform as required and complete performance by _____, _____.

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

(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:

(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:

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: 1500 N Avenue
National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this _____ day of _____, _____.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **14.C. Approve consultant contract #CT3621 with Benchmark for the 2019-2020 school year to provide Transitional Kindergarten-6th grade professional development to all teachers.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: At the December 12, 2018 Board meeting, the Governing Board approved adoption of Benchmark Advanced/Adelante and American Reading materials and professional development for teachers in grades Transitional Kindergarten-6th grade professional development was included in year one of the adoption for both programs.

The National School District proposes to continue the partnership with Benchmark to provide additional professional development on the effective use of the Benchmark Advanced English Language Arts/English Language Development materials. This collaboration will include two days of teacher professional development for each Transitional Kindergarten-6th grade.

In addition, District Resource Teachers will receive four days of Trainer of Trainer professional development.

Recommended Motion: Approve consultant contract #CT3621 with Benchmark for 2019-2020 to provide Transitional Kindergarten-6th grade professional development to all teachers.

Financial Impact: Contract cost: Not to exceed \$30,240
Additional staffing costs: \$0
Other costs: \$0
One time cost
General fund

Attachments:
CT3621

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

Contract No. 3621

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

Benchmark Education Company

145 Huguenot Street, 8th Floor

Contractor	Taxpayer ID Number	Mailing Address
<u>New Rochelle</u>	<u>NY</u>	<u>10801</u>
City	State	Zip Code

, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Provide eleven days of TK-6 professional development to all National School District teachers on the effective use of the Benchmark English Language Arts materials.

(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 July 1, 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 Thirty-Thousand Two-Hundred Forty Dollars (\$ 30,240.00). District shall pay Contractor according to the following terms and conditions:

Contractor will invoice the district

(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:

N/A

(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: 1500 N Avenue
National City, CA 91950

For Contractor: 145 Huguenot Street, 8th Floor
New Rochelle, NY 10801

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 13th day of June, 2019.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Christopher Carson

Typed or Printed Name

Asst. Supt., Business Services

Title

Signature of Authorized Agent

Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: 06/12/19

(Area Code) Telephone Number

Agenda Item: **14.D. Conduct a public hearing for the 2019-2020 Local Control Accountability Plan.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Local Control Accountability Plan (LCAP) regulations require that each District's LCAP public hearing be held in advance and at a separate meeting from its adoption. The intent of the LCAP hearing is to allow for public comment and recommendations regarding the specific actions and expenditures proposed to be included in the LCAP. The regulation requires separate public hearings for the LCAP and the budget. Furthermore, the regulations require that the public hearing for the budget be held at the same meeting as the public hearing for the LCAP.

Comments: The 2019-2020 LCAP draft proposes for the following actions/services:

1. Common Core Support and English Learner Support: Enrichment Wheel and Data Teams, District Technology Resource Teacher (aka District Resource Teacher), District English Language Arts/English Learner Resource Teachers (aka District Resource Teacher), English language arts and math materials and training.
2. Technology Support: increased funding for device leases, teacher training, administration of technology department, and technology support personnel.
3. Parent Engagement: District-wide support with parent training on Common Core standards through District Resource Teacher, school site plan actions, full-time translator and community engagement through the National City Collaborative
4. Augmentation of Site Budgets: provide site funding to support LCAP goals through personnel, materials and teacher training
5. Library Media Technicians: full-time library services at all school sites
6. Class Size Reduction: Transitional Kindergarten 20:1 class size to assist young learners
7. Safety: all third-grade students will receive swim instruction
8. Assistance with Tier II Positive Behavior Plan: hire additional School Social Workers to work with supporting teachers, students, and their families.
9. Additional Supplemental Services: maintain current student to teacher levels of staffing, supplemental funding for Restricted Routine Maintenance Account (RRMA) for new supplemental and concentration funds.

To view the LCAP in its entirety, see Exhibit B.

Attachments:
Exhibit B

Please see Exhibit B

Agenda Item: **15. HUMAN RESOURCES**

Quick Summary / None
Abstract:

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Appoint Lori Anne Peoples and Richard L. Toy to the Measure N and HH Citizens' Bond Oversight Committee.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of Lori Anne Peoples (Business Representative) and Richard L. Toy (Senior Citizen Group Representative) will allow for the District to come closer to a fully appointed Citizen's Bond Oversight Committee.

The current Governing Board appointed Measure N and HH Citizens' Bond Oversight Committee is as follows:

Vacant, Business Organization Representative
Vacant, Taxpayers Association Representative
Lori Anne Peoples, Senior Citizens' Organization Representative
Marisol Flores, Parent/Guardian Representative
Manuela Ramirez, Parent-Teacher Representative
David Garcia Ozua, At-Large Representative
Anne Campbell, At-Large Representative

Comments: Lori Anne Peoples is currently a member of the Senior Citizens' Bond Oversight Committee as the Senior Citizen's Organization Representative. The National School District has been having trouble filling the Business Organization Representative, and she has requested that we transfer her in to this category, as she is the President of the Stein Family Farm in National City, a 501(c)3, organization which qualifies as a business organization.

Richard L. Toy is a resident of National City. He is a member of the American Association of Retired People (AARP), and has a desire to help oversee the expenditures of the Measure N and Measure HH expenses. He would fill the vacancy created by Lori Anne Peoples should the Governing Board approve her transfer to the Business Organization Representative.

Recommended Motion: Appoint Lori Anne Peoples and Richard L. Toy to the Measure N and HH Citizens' Bond Oversight Committee.

Attachments:
Lori Anne Peoples
Richard Toy



Measure N/HH Citizens' Bond Oversight Committee Application

About Measure N/HH:

Measure N/HH were passed under the rules of Proposition 39, which requires that the Board of Trustees appoint a Citizens' Bond Oversight Committee (CBOC) to monitor bond expenditures. The CBOC is responsible for reviewing expenditures related to the District's \$26,100,000 and \$30,000,000 general obligation bond, Measure N/HH, approved by the voters on November 4, 2014 and November 8, 2016.

Please print or type

Name Lori Anne Peoples
Address 1504 E 22nd St.
City National City Zip 91950
Home phone — Work phone —
Cell phone 619.548.2934 e-mail Lapeoples@sbcglobal.net

I would be able to represent the following constituencies: (check all that apply)

Business representative (active in a business organization representing local business)

Organization The Stein Family Farm

Senior citizen group representative (active member in a senior citizens' organization)

Organization _____

Taxpayer association member (active member in a bona fide taxpayers' association)

Association _____

Parent/guardian of a child in the National School District

School _____

Parent/guardian of a child in the National School District AND a member of the school's parent/teacher organization

School _____

Community member at large

NATIONAL SCHOOL DISTRICT

1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now



Measure N/HH Citizens' Bond Oversight Committee Application

Are you an employee of the National School District? Yes No

Are you a vendor, contractor, or consultant to the National School District? Yes No

Do you have schedule conflicts that would preclude you from attending periodic meetings? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Duplicate of above

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement? Yes No

Why do you want to serve on a citizens' oversight committee?

I love National City and especially things that support our children.

Do you have any special area of expertise or experience that you think would be helpful to the committee?

My knowledge of the community and needs in the National School District and ability to get things done and oversee projects.

If you have served on other school district, college, city, or community committees please list and briefly describe your role:

CITIZENS Bond Oversight Commity, Municipal Government, Chamber

I, (print name) Lori Anne Peoples, attest that all answers and statements in this document are true and complete to the best of my knowledge.

Lori Anne Peoples
(Signature)

3-21-19
(Date)

Completed applications shall be submitted to Yvette Olea, Business Services Division – National School District, 1500 “N” Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to yolea@nsd.us. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

NATIONAL SCHOOL DISTRICT

1500 ‘N’ Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now



Measure N/HH Citizens' Bond Oversight Committee Application

About Measure N/HH:

Measure N/HH were passed under the rules of Proposition 39, which requires that the Board of Trustees appoint a Citizens' Bond Oversight Committee (CBOC) to monitor bond expenditures. The CBOC is responsible for reviewing expenditures related to the District's \$26,100,000 and \$30,000,000 general obligation bond, Measure N/HH, approved by the voters on November 4, 2014 and November 8, 2016.

Please print or type

Name RICHARD L. TOY

Address 2141 O AVENUE

City NATIONAL CITY Zip 91950

Home phone N/A Work phone N/A

Cell phone 619-251-1452 e-mail randetoy@cox.net

I would be able to represent the following constituencies: (check all that apply)

Business representative (active in a business organization representing local business)

Organization _____

Senior citizen group representative (active member in a senior citizens' organization)

Organization AARP

Taxpayer association member (active member in a bona fide taxpayers' association)

Association _____

Parent/guardian of a child in the National School District

School _____

Parent/guardian of a child in the National School District AND a member of the school's parent/teacher organization

School _____

Community member at large

NATIONAL SCHOOL DISTRICT

1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now



Measure N/HH Citizens' Bond Oversight Committee Application

Are you an employee of the National School District? Yes No

Are you a vendor, contractor, or consultant to the National School District? Yes No

Do you have schedule conflicts that would preclude you from attending periodic meetings? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement? Yes No

Why do you want to serve on a citizens' oversight committee?

WOULD LIKE TO MONITOR THE SCHOOL DISTRICT SPENDING

Do you have any special area of expertise or experience that you think would be helpful to the committee?

NO

If you have served on other school district, college, city, or community committees please list and briefly describe your role:

N/A

I, (print name) RICHARD L. TOY, attest that all answers and statements in this document are true and complete to the best of my knowledge.

Richard L Toy
(Signature)

MARCH 21, 2019
(Date)

Completed applications shall be submitted to Yvette Olea, Business Services Division – National School District, 1500 “N” Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to yolea@nsd.us. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

NATIONAL SCHOOL DISTRICT

1500 ‘N’ Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now

Agenda Item: **16.B. Conduct a public hearing for the 2019-20 Budget.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Education Code Section 42103 requires the Governing Board of each school district to hold a public hearing on the final budget. The public has been informed that the final budget was available for review beginning June 7, 2019, in the Business Services Department at the District Office. The notice also informed the public that a hearing would be conducted at the Governing Board meeting of June 12, 2019. At the hearing, any resident in the District may appear and comment on any item in the budget.

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

The Governing Board is scheduled to adopt the budget at the June 26, 2019 Board Meeting.

Comments: To view the budget in its entirety, see Exhibit C.

Recommended Motion: Conduct a public hearing for the 2019-20 Budget.

Attachments:
Balances in Excess of Reserves
EPA Account Adopted Budget
Exhibit C

District: National School District
 CDS #: 37-68221

**Adopted Budget
 2019-20 Budget Attachment
 Balances in Excess of Minimum Reserve Requirements**

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	2019-20 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	\$5,972,250	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$0.00	Form 17
Total Assigned and Unassigned Ending Fund Balances		\$5,972,250	
District Standard Reserve Level		3%	Form 01CS Line 10B-4
Less District Minimum Reserve for Economic Uncertainties		\$2,067,930	Form 01CS Line 10B-7
Remaining Balance to Substantiate Need		3,904,320	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	Fund	2019-20 Budget	Description of Need
01	General Fund/County School Service Fund	341,335	Revolving Cash, Stores, Prepaid Expenses
01	General Fund/County School Service Fund	1,901,368	Mandated Costs Reserve
01	General Fund/County School Service Fund	1,061,380	Instructional Materials Reserve
01	General Fund/County School Service Fund	298,659	Department/Site Carryover Reserve
01	General Fund/County School Service Fund	301,578	Facilities
01	General Fund/County School Service Fund	-	Unassigned/Anappropriated
Total of Substantiated Needs		3,904,320	

Remaining Unsubstantiated Balance \$0.00 Balance should be Zero

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

Expenditures through: Adopted Budget 2019-20
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Local Control Funding Formula Sources	8010-8099	6,803,818.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		6,803,818.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	6,803,818.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		6,803,818.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Notes:

The expenses budgeted in the Education Protection Account by the National School District are for classroom teachers salaries and benefits only.

Please see Exhibit C

Agenda Item:

16.C. Accept gifts.

Speaker:

Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$15.19 from Follett School Solutions to Palmer Way School for the school library.
2. \$150.00 from National City Elementary Teachers Association to John Otis School for sixth grade camp.
3. \$200.00 from Ellen B. Murphy to El Toyon School for new library books.
4. \$200.00 from Kathleen McCarthy to El Toyon School for new library books.
5. \$735.00 from El Toyon PTA to El Toyon School for field trips.
6. \$154.00 from Lisa Tostado to El Toyon School for student materials and supplies.
7. \$1,100.00 check and \$1,500.00 worth of library books from Executive Women International for Rancho de la Nación School for the literacy program.
8. \$230.00 from Steven Dente to Rancho de la Nación School for sixth grade camp.
9. \$228.00 from Yvette Olea to Rancho de la Nación School for sixth grade camp.
10. \$300.00 from Kimball PTA to Kimball School for field trips.

Quick Summary /
Abstract:

- Follett School Solutions is a community partner who supports schools through a consignment buy-back program.
- 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.
- Ellen B. Murphy is a close friend of Mary Ellen Gretler, retired teacher from El Toyon School. Ms. Murphy has an interest in supporting youth.
- Kathleen McCarthy is a close friend of Mary Ellen Gretler, retired teacher from El Toyon School. Ms. McCarthy has an interest in supporting youth.
- El Toyon PTA works throughout the year to support various programs at Palmer Way School and National School District.
- Lisa Tostado is an employee of National School District with an interest in supporting National School District students and school activities.
- Executive Women International works with local schools to support reading programs for children in the community.
- Steve Dente is a teacher at Rancho de la Nación School with an interest in supporting National School District students and school activities.
- Yvette Olea is an employee of National School District with an interest in supporting National School District students and school activities.
- Kimball School PTA works throughout the year to support various programs at Kimball School and National School District.

Comments:

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

Recommended
Motion:

Accept gifts.

Financial Impact:

N/A

Agenda Item:

17. BOARD WORKSHOP

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**