



Governing Board Agenda

October 25, 2017

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, Member

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

Maria Betancourt-Castañeda, Clerk

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2018.

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, President

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Alma Sarmiento, Member

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2018.

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 to Speak 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 Director--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.





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, October 25, 2017

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

October 25, 2017

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Maria Dalla, 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.

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
Case #503926

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

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Director of Transportation

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

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

October 25, 2017

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Kimball School students.

Sonia Ruan, Principal,
Kimball School &
Brian Clapper, Board
Member

9.B. Recognize Ms. Cristina Castillo, Kimball School, as the National School District Volunteer of the Month for October 2017.

Sonia Ruan, Principal,
Kimball School &
Barbara Avalos, Board
Member

9.C. Introduce and welcome the new employees.

Leticia Hernandez,
Director, Human
Resources

10. PUBLIC COMMUNICATIONS

Maria Dalla, Board
President

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11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Dalla, Board
President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 11, 2017.

Leighangela Brady,
Superintendent

12.B. Administration - None

Leighangela Brady,
Superintendent

12.C. Human Resources

October 25, 2017

12.C.I. Ratify/approve recommended actions in personnel activity list.	Leticia Hernandez, Director, Human Resources
12.C.II. The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Director, Human Resources.	Leticia Hernandez, Director, Human Resources
12.D. Educational Services - None	Paula Jameson- Whitney, Assistant Superintendent, Educational Services
12.E. Business Services - None	Christopher Carson, Assistant Superintendent, Business Services
13. GENERAL FUNCTIONS - None	Leighangela Brady, Superintendent
14. POLICIES, REGULATIONS, BYLAWS	
14.A. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.	Leighangela Brady, Superintendent
15. EDUCATIONAL SERVICES	
15.A. Approve Contract #CT3439 with Mad Science for a Drug Free Assembly/Performance at Ira Harbison School.	Paula Jameson- Whitney, Assistant Superintendent, Educational Services
15.B. Approve Contract #CT3441 with Coast 2 Coast Coaching for sports coaching services at John Otis School.	Paula Jameson- Whitney, Assistant Superintendent, Educational Services
15.C. Approve Contract #CT3442 with the San Diego Guild of Puppetry to provide a 22-week puppet theater residency for Palmer Way School students.	Paula Jameson- Whitney, Assistant Superintendent, Educational Services
16. HUMAN RESOURCES – None	Leticia Hernandez, Director, Human Resources

October 25, 2017

17. BUSINESS SERVICES – None

Christopher Carson,
Assistant
Superintendent,
Business Services

18. BOARD WORKSHOP – None

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

October 25, 2017

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

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

Agenda Item: **3. ADJOURN TO CLOSED SESSION**

Agenda Item: **4. CLOSED SESSION - 4:00 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #503926

Closed session in accordance with Government Code Section 54956.9:
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Title: Superintendent

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**

October 25, 2017

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castaneda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Chris Carson, Assistant Superintendent-Business Services

Ms. Leticia Hernandez, Director-Human Resources

Ms. Paula Jameson-Whitney, Assistant Superintendent-Educational Services

October 25, 2017

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Kimball School students.**

Speaker: Sonia Ruan, Principal, Kimball School & Brian Clapper, Board Member

Quick Summary /
Abstract: Kimball School's Dual Language Program is in its fifth year of implementation. Currently, the program is offered to Kindergarten through fifth grades with 2018 – 2019 school-wide implementation. Students attending Kimball School approach the advanced level in speaking, listening, reading, and writing of the target language (English and Spanish). Students will possess a skill that creates a professional competitive advantage in their chosen field, making them more attractive to colleges, career and technical programs, and employers.

Students from Mrs. DeGuzman, Mrs. Marable and Mrs. Peña's classes will share their experience and thoughts about the Dual Language Program.

October 25, 2017

Agenda Item: **9.B. Recognize Ms. Cristina Castillo, Kimball School, as the National School District Volunteer of the Month for October 2017.**

Speaker: Sonia Ruan, Principal, Kimball School & Barbara Avalos, Board Member

Quick Summary / Abstract: It has been the practice of the National School District to honor and recognize volunteerism in the District.

Comments: Ms. Castillo has been an active parent and volunteer since last year. Although her son graduated last year, she continues her volunteer work at Kimball School and is also the Kimball School PTA Auditor.

Ms. Castillo spends full days assisting in various responsibilities: assembling teacher packets, updating the school bulletin, organizing the PTA room, disseminating flyers to classrooms, and many other tasks as they arise.

Additionally, she attends the Cafecito Meetings with the Principal, District-wide PTA Meetings and Kimball PTA Executive Committee Meetings. Ms. Castillo participates in all events programed at Kimball School. She helps coordinate, decorate and is part of the planning committee.

Kimball School students and staff are grateful to have such an exceptional volunteer!

October 25, 2017

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

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / The employees on the attached list were approved at the October 11, 2017 Governing
Abstract: Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 10/25/17		
Name	Position	Location
America Cueva	School Psychologist	Central, Lincoln Acres and Integrity Schools
Amalia Hernandez	School Social Worker	District Office
Sandy Hindi	Registered Dietitian	Child Nutrition Services
Kara Morales	Library Media Specialist	Ira Harbison School
Julia Osuna Bojorquez	Custodian-Night	Palmer Way School

October 25, 2017

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, 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.

October 25, 2017

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

October 25, 2017

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

Speaker: Maria Dalla, Board President

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

Recommended
Motion: Approve Consent Calendar

October 25, 2017

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on October 11, 2017.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes - 10/11/2017

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

October 11, 2017
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:02 PM:

Present:

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

1. CALL TO ORDER

Board President, Maria Dalla, called the meeting to order at 4:05 p.m.

2. PUBLIC COMMUNICATIONS

Ms. Irma Sanchez, NCETA, spoke regarding negotiations.

Ms. Molly Sterner, NCETA, spoke regarding the working conditions survey.

Ms. Tamlyn McKean, NCETA, spoke regarding consultation and negotiations.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 4:00 P.M.

Closed session was held from 4:02 p.m. to 6:00 p.m. and from 7:36 p.m. to 9:09 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Maria Dalla, called the meeting to order at 6:02 p.m.

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Mrs. Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Recognize Mr. Thomas Haman, Custodian-Day, Central School, as National School District Employee of the Month for October 2017.

Recognized Mr. Thomas Haman, Custodian-Day, Central School, as the National School District Employee of the Month for October 2017. Principal, Vanessa Lerma, introduced Mr. Haman and commented on his many fine qualities.

On behalf of the Governing Board, Ms. Alma Sarmiento presented Mr. Haman with a certificate and a District logo watch.

9.B. Introduce and welcome the new employees.

Ms. Leticia Hernandez, Director of Human Resources, introduced and welcomed the new employees.

10. PUBLIC COMMUNICATIONS

Ms. Tamlyn McKean, NCETA, spoke regarding the culture at National School District.

Ms. Michelle Krug, community member, spoke regarding negotiations and the consultation committee.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, Approve Consent Calendar 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

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on September 13, 2017.

12.B. Administration

12.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

12.C. Human Resources

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

12.C.II. Pre-approval to hire temporary certificated employees.

12.C.III. Approve Classified Employee of the Year qualifications and nomination criteria for 2017-2018 school year.

12.C.IV. Approve Teacher of the Year qualifications and nomination criteria for 2018.

12.D. Educational Services

12.D.I. Adopt Resolution #17-18.08 proclaiming October 23-27, 2017 as Red Ribbon Week in National School District.

12.E. Business Services

12.E.I. Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2017-2018 school year.

12.E.II. Adopt Resolution #17-18.09 authorizing National School District to participate in the National Intergovernmental Purchasing Authority (NIPA) program for the purchase of supplies, materials, and equipment.

13. GENERAL FUNCTIONS

13.A. Authorize the Superintendent to sign Memorandum of Understanding (MOU) between the District, San Diego County Office of Education (SDCOE), and 40 additional County School Districts to Resolve Current Issues Resulting From Implementation of the PeopleSoft Program, and to Develop a Strategy to Continue to Improve Performance of the Program.

Motion Passed: Following discussion, Authorize the Superintendent to sign Memorandum of Understanding (MOU) between the District, San Diego County Office of Education (SDCOE), and 40 additional County School Districts to Resolve Current Issues Resulting From Implementation of the PeopleSoft Program, and to Develop a Strategy to Continue to Improve Performance of the Program Passed with a motion by Ms. Alma Sarmiento 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

14. POLICIES, REGULATIONS, BYLAWS

14.A. First reading of Board Policies and Administrative Regulations presented in Exhibit A.

14.B. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Motion Passed: Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist 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

15. EDUCATIONAL SERVICES

15.A. Approve Memorandum of Understanding with South Bay Community Services for Preschool Program Staff Services.

Motion Passed: Approve Memorandum of Understanding with South Bay Community Services for Preschool Program Staff Services Passed with a motion by Ms. Alma Sarmiento 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.B. Approve Consultant Contract #CT3434 with Dr. Maria DaVenza Tillmans to provide instruction in philosophical discussions for El Toyon students.

Motion Passed: Following discussion, Approve Consultant Contract #CT3434 with Dr. Maria DaVenza Tillmans to provide instruction in philosophical discussions for El Toyon students 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.C. Approve Contract #CT3435 with Soren Bennick Productions, Inc. for an anti-bullying show/performance at Kimball School.

Motion Passed: Approve Contract #CT3435 with Soren Bennick Productions, Inc. for an anti-bullying show/performance at Kimball School Passed with a motion by Ms. Alma Sarmiento 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

15.D. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan.

Ms. Paula Jameson-Whitney gave a presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan.

16. HUMAN RESOURCES

16.A. Approve Memorandum of Understanding with the San Diego County Office of Education to provide the SDCOE Preliminary and Clear Administrative Services Credential programs for administrators.

Motion Passed: Following discussion, Approve Memorandum of Understanding with the San Diego County Office of Education to provide the SDCOE Preliminary and Clear Administrative Services Credential programs for administrators Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

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

16.B. Approve Consultant Contract #CT3440 with Dr. Debra Dupree, Relationships at Work, Inc. to facilitate interactive process meetings for ADA/FEHA compliance.

Motion Passed: Following discussion, Approve Consultant Contract #CT3440 with Dr. Debra Dupree, Relationships at Work, Inc. to facilitate interactive process meetings for ADA/FEHA compliance Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

17. BUSINESS SERVICES

17.A. Approve the sale of a mid-size transit wheelchair school bus #9 to Chula Vista Elementary School District in the amount of ten thousand dollars (\$10,000).

Motion Passed: Following discussion, Approve the sale of a mid-size transit wheelchair school bus #9 to Chula Vista Elementary School District in the amount of ten thousand dollars (\$10,000) Passed with a motion by Ms. Barbara Avalos and a second by Mr. Brian Clapper.

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

17.B. Approve the extension of Contract #CT3004 with Cox California Telecom, LLC for Telecommunication Services-Data Circuits for the 2018-2019 E-Rate School Year, beginning July 1, 2018 and ending June 30, 2019.

Motion Passed: Following discussion, Approve the extension of Contract #CT3004 with Cox California Telecom, LLC for Telecommunication Services-Data Circuits for the 2018-2019 E-Rate School Year, beginning July 1, 2018 and ending June 30, 2019 Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.C. Approve extension of Contract #CT3021 with AT&T for basic data and voice transport (DS0, DS1 and DS3 lines) from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.

Motion Passed: Approve extension of Contract #CT3021 with AT&T for basic data and voice transport (DS0, DS1 and DS3 lines) from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid 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

17.D. Approve extension of Contract #CT3023 with AT&T for basic phone service for long distance from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.

Motion Passed: Approve extension of Contract #CT3023 with AT&T for basic phone service for long distance from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.E. Approve extension of Contract #CT3024 with AT&T for basic phone service required for Alarms, Emergency Phones and Faxes from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid.

Motion Passed: Approve extension of Contract #CT3024 with AT&T for basic phone service required for Alarms, Emergency Phones and Faxes from June 30, 2018 through June 30, 2020 taking advantage of the CALNET3 bid Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.F. Approve Contract #CT3417 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.

Motion Passed: Approve Contract #CT3417 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17.G. Approve receipt of the Unaudited Actuals for the 2016-17 fiscal year and the Budget Revisions for the 2017-18 fiscal year for Beacon Classical Academy National City.

Motion Passed: Following discussion, Approve receipt of the Unaudited Actuals for the 2016-17 fiscal year and the Budget Revisions for the 2017-18 fiscal year for Beacon Classical Academy National City Passed with a motion by Ms. Alma Sarmiento 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

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Mr. Brian Clapper congratulated the Employee of the Month. He shared that the Maytime Band Review was a nice event. He shared that he had a great visit at John Otis School.

Ms. Barbara Avalos congratulated the Employee of the Month and welcomed the new employees. She thanked Ms. Paula Jameson-Whitney for her great presentation. She welcomed Mrs. Yvette Olea back from her time off and thanked her for her work.

Ms. Maria Betancourt-Castañeda congratulated the Employee of the Month. She congratulated Mr. Chris Carson on his recent marriage. She shared that she attended the National City Police Department Use of Force Workshop and encourages others to attend. She shared that she enjoyed the Ocean Connectors event.

Ms. Leticia Hernandez congratulated the Employee of the Month.

Mr. Chris Carson congratulated the Employee of the Month.

Dr. Leighangela Brady congratulated Mr. Chris Carson on his recent marriage. She thanked Ms. Paula Jameson-Whitney for her great presentation and for all the hard work being done in her department. She invited the Board to attend the PTA Officers meeting tomorrow at Rancho de la Nación School at 9:00 a.m. She stated that she is looking forward to tomorrow's Salute to Navy Luncheon.

Ms. Maria Dalla congratulated the Employee of the Month. She congratulated Mr. Chris Carson on his recent marriage. She also congratulated Ms. Francis Kinney for her work on the wonderful Ocean Connectors program.

20. ADJOURNMENT

Board President, Maria Dalla, adjourned the meeting to closed session at 7:36 p.m.

No action was taken in closed session.

Board President, Maria Dalla, adjourned the meeting at 9:09 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

October 25, 2017

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

Speaker: Leighangela Brady, Superintendent

Quick Summary / None
Abstract:

October 25, 2017

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

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

Speaker: Leticia Hernandez, Director, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
October 25, 2017

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

None				
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Temporary Employment

1. Timothy Kent	Impact Teacher Las Palmas School	October 26, 2017 to June 6, 2017	Daily Impact Teacher Rate (\$150)	
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Additional Duties

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

2. Diana Rios	Enrichment Teacher Lincoln Acres & Ira Harbison Schools	October 26, 2017 to June 6, 2018	Leave of absence	
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CLASSIFIED STAFF RECOMMENDATIONS
October 25, 2017

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

3. Rosa de la Mora	Instructional Assistant- Preschool 3.5 hours per day 210 days per year Palmer Way School	October 26, 2017	Range 16, Step 1	General Fund
4. Elizabeth Huato Maldonado	Instructional Assistant- Special Education 3 hours per day 210 days per year Palmer Way School	October 26, 2017	Range 16, Step 1	General Fund

Contract Extension/Change

None				
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Temporary Employment

None				
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Unpaid Leave of Absence

None				
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October 25, 2017

Agenda Item: **12.C.II. The employee resignations/retirements on the attached list were accepted by Leticia Hernandez, Director, Human Resources.**

Speaker: Leticia Hernandez, Director, Human Resources

Attachments:
Resignations/Retirements

Resignations 10/25/17			
Name	Position	Location	Effective Date
Maricela Verzosa	Impact Teacher	John Otis School	October 9, 2017

Retirements 10/25/17			
Name	Position	Location	Effective Date
None			

October 25, 2017

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

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary /
Abstract: None

October 25, 2017

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

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / None
Abstract:

October 25, 2017

Agenda Item: **13. GENERAL FUNCTIONS**

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

October 25, 2017

Agenda Item: **14. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **14.A. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: These Board Policies and Administrative Regulations were submitted for a first reading at the July 12, 2017 Board meeting in Exhibit C, and discussed by the Governing Board during a Board workshop on September 13, 2017 and then brought back for a first reading again on October 11, 2017.

Comments: During the Board workshop on September 13, 2017, BP and AR 5121 Grades/Evaluation Of Student Achievement were pulled for further edits, and a second first reading at the October 11, 2017 meeting.

Recommended Motion: Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Attachments:
Maintenance Service Checklist

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BB 5121	Grades/Evaluation of Student Achievement		10/25/17
AR 5121	Grades/Evaluation of Student Achievement		10/25/17

October 25, 2017

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Approve Contract #CT3439 with Mad Science for a Drug Free Assembly/Performance at Ira Harbison School.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Embracing a healthy lifestyle, free of tobacco, alcohol, and other drugs, is the focus of Red Ribbon Week. Therefore, we are requesting that Mad Science do two assemblies; one for lower grades and the other for upper grades. This presentation will reinforce healthy choices and personal success – motivating all students to live a healthy lifestyle.

Comments: Mad Science assemblies will motivate and inspire our students to help them make healthy choices and become successful in life. Our high energy, Mad Science presenters conduct presentations through displays and demonstrations, to help students learn about the important choice to live tobacco free. We share a message of healthy living and personal success.

Recommended Motion: Approve Contract #CT3439 with Mad Science for a Drug Free Assembly/Performance at Ira Harbison School.

Financial Impact: Contract costs: \$745
Additional staffing costs: \$0
Other costs: \$0
One time costs
Ira Harbison PTA

Attachments:
CT3439

Paid by Ira Harbison PTA, please send invoice. Thank you
Fund Res Goal Function Object School

Contract No CT3439

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 9 day of October, 2017,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

<u>Mad Science</u> Contractor	<u>5555</u> Taxpayer ID Number	<u>5555 Magnatron Blvd. Ste G</u> Mailing Address
<u>San Diego</u> City	<u>CA</u> State	<u>92111</u> Zip Code

hereinafter referred to as "Contractor."

1. Services to be provided by Contractor. Toxic Tobacco Assembly
_____ at
Ira Harbison
Location


2. Term. Contractor shall provide services under this Agreement on
October 26, 2017.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed seven hundred and forty five Dollars (\$ 745). District shall pay Contractor within 15 days of receipt of invoice by Business Services.

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

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

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

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT		CONTRACTOR		
_____ Signature of Authorized Agent		 _____ Signature of Authorized Agent		
_____ Typed or Printed Name		Teanna Johnson _____ Typed Name		
_____ Title		_____ Social Security or Taxpayer I. D. No.		
Board Approval Date: _____		858-505-4880 _____ (Area Code) Telephone Number		

October 25, 2017

Agenda Item: **15.B. Approve Contract #CT3441 with Coast 2 Coast Coaching for sports coaching services at John Otis School.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Coast 2 Coast Coaching will be providing sports coaching services to our third through sixth grade students during recess time. Two coaches will provide three, twenty minute sessions each day, two days per week for fifteen weeks. The coach to student ratio is 1:20. This program will align with our district's PBIS goals.

Comments: Coast 2 Coast Coaching, established in 2004, is the largest after school sports coaching program in California and Texas.

Their program focuses on children having fun while learning. They are the first after school sports program to actively engage children in STEM. Their sports coaching program is aligned with Physical Activity Standards for Public Schools. They run sports coaching programs throughout the school year and day camps during the summer.

The program outcomes are:

- 79% reduction in "disciplinary issues" at lunch recess (Average % from School Measurements in 2016/17)
- 82% of students are more interested in STEM after program (Harvard PEAR Survey)
- College readiness focus as coaches are college soccer players/students
- Students are more likely to attend school as kids love soccer and love our fun games
- Students learn soccer skills & are more physically active
- Parental involvement during tournaments (optional)

Recommended Motion: Approve Contract #CT3441 with Coast 2 Coast Coaching for sports coaching services at John Otis School.

Financial Impact: Contract Costs - \$9,900
Additional Staffing Costs - \$0
Other Costs - \$0
One time cost
LCFF Funds

Attachments:
CT3441

[01 - 00]-[0980 - 000]-[1110]-[1000]-[5800 - 100]-[800]
Fund Res Goal Function Object School

Contract No. CT3441

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

Coast 2 Coast

27324 Camino Capistrano , Ste 203

Contractor

Taxpayer ID Number

Mailing Address

Laguna Nigel CA 92677, 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. Two coaches concurrently coaching first through sixth grade students. Four 20 minute sessions a day,
two days a week for fifteen weeks.

(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 October 30, 2017, and will diligently perform as required and complete performance by March 16, 2017.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nine thousand nine hundred Dollars (\$9,900.00). District shall pay Contractor according to the following terms and conditions: Contractor to invoice for first half of
payment after week 7 and for second half of
payment upon completion of services.
-

(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: 27324 Camino Capistrano #203
Laguna Niguel, CA 92677

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 26 day of October, 2017.

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

October 25, 2017

Agenda Item: **15.C. Approve Contract #CT3442 with the San Diego Guild of Puppetry to provide a 22-week puppet theater residency for Palmer Way School students.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: This proposal is for a 22-week puppet theatre residency for second and fifth grade students at Palmer Way School, plus one professional puppetry performance, and a giant puppet parade for the entire school.

The program will provide 22 sessions of 50-60 minutes, where students will be immersed in community building through discussions around mindfulness, positive student behavior, conflict resolution, and bully prevention.

The program will focus on PBIS (Positive Behavior Intervention System), students will analyze and chart positive phrases, behaviors and learnings they've gathered from each of the tales they've explored. These will become the basis for the culminating performance in which each grade level will collaborate in creating their own Positive Behavior and Bully Prevention Performance for the entire school, or in smaller classroom settings, as deemed appropriate. Program will also strongly address both ELA and ELD Standards.

Recommended Motion: Approve Contract #CT3442 with the San Diego Guild of Puppetry to provide a 22-week puppet theater residency for Palmer Way School students.

Financial Impact: Contract cost: \$7,000
Additional Staffing costs: \$0
Other Costs: \$0
One time cost
Site LCFF Funds

Attachments:
CT3442

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

Contract No. CT3442

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

<u>San Diego Guild of Puppetry</u>		<u>281 East Milan Street</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>Chula Vista</u>	<u>CA</u>	<u>91910</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. Contractor will provide a 22 week puppetry theater residency for grades 2nd and 5th, plus a professional puppetry performances and a giant puppet parade (as Introduction and Culmination events).

(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 The Week of October 30th, 2017, and will diligently perform as required and complete performance by May 18th, 2018.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven Thousand Dollars (\$7,000.00). District shall pay Contractor according to the following terms and conditions:

Upon completion of contract performance date.

(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:

Palmer Way Classrooms and Auditorium.

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

October 25, 2017

Agenda Item: **16. HUMAN RESOURCES**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / None
Abstract:

October 25, 2017

Agenda Item: **17. BUSINESS SERVICES**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary /
Abstract: None

October 25, 2017

Agenda Item: **18. BOARD WORKSHOP**

Quick Summary / None
Abstract:

October 25, 2017

Agenda Item: **19. BOARD/CABINET COMMUNICATIONS**

October 25, 2017

Agenda Item: **20. ADJOURNMENT**