



Governing Board Agenda

May 11, 2016

Welcome

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

Our Governing Board

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.

Barbara Avalos, Member

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2016.

Maria Betancourt-Castañeda, Member

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

Brian Clapper, President

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2016.

Maria Dalla, Clerk

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

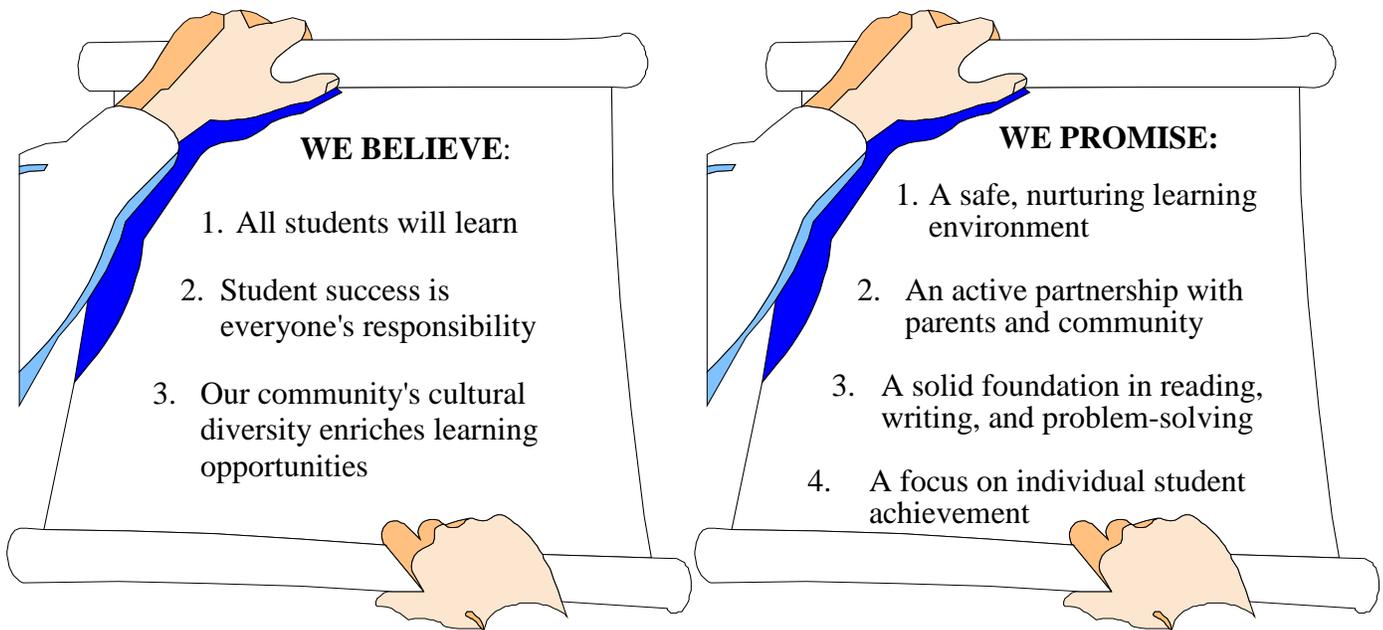
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

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 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.

District Vision and Core Values

Creating Successful Learners...NOW





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, May 11, 2016

Open Session -- 6:00 p.m.

Closed Session – End of Meeting

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.

This meeting may be recorded

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

May 11, 2016

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATIONS

4.A. Presentation by Rancho de la Nación School students.

4.B. Recognize Mrs. Yanira Robles, Rancho de la Nación School, as the National School District Volunteer of the Month for May 2016. Deborah Hernandez, Principal, Rancho de la Nación School

4.C. Recognize District student for seven years of perfect attendance. Chris Oram, Superintendent

4.D. Recognize one sixth-grade student from each school as a Distinguished Scholar for the 2015-2016 school year. Chris Oram, Superintendent

4.E. Introduce and welcome the new employees. Cindy Frazee, Assistant Superintendent, Human Resources

5. 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.

6. AGENDA

6.A. Approve agenda. Chris Oram, Superintendent

7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

7.A. Minutes

7.A.I. Approve the minutes of the Special Board Meeting held on April 18, 2016. Chris Oram, Superintendent

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7.A.II. Approve the minutes of the Regular Board Meeting held on April 27, 2016. Chris Oram, Superintendent

7.B. Administration - None Chris Oram, Superintendent

7.C. Human Resources

7.C.I. Pre-approval to hire temporary employees. Cindy Frazee, Assistant Superintendent, Human Resources

7.C.II. Ratify/approve recommended actions in personnel activity list. Cindy Frazee, Assistant Superintendent, Human Resources

7.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources. Cindy Frazee, Assistant Superintendent, Human Resources

7.D. Educational Services

7.D.I. Approve out-of-state travel for Meghann O'Connor to attend the Alternative Dispute Resolution Conference in Greenbelt, Maryland, from June 14-17, 2016. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

7.E. Business Services

7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A. Christopher Carson, Assistant Superintendent, Business Services

8. GENERAL FUNCTIONS - None Chris Oram, Superintendent

9. EDUCATIONAL SERVICES

9.A. Ratify agreement Between Sweetwater Union High School District and National School District for Family Resource Center Collaborative Services. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

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9.B. Approve Licensing Agreement #CT3300 with Document Tracking Services. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

10. BUSINESS SERVICES

10.A. Award Contract #CT3301 to Chavez and Associates for Inspector of Record Services. Christopher Carson, Assistant Superintendent, Business Services

10.B. Award Contract #CT3302 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Kimball, Las Palmas, Olivewood, and John Otis Schools. Christopher Carson, Assistant Superintendent, Business Services

10.C. Adopt Resolution #15-16.35 authorizing the execution and delivery of a lease with option to purchase and acquisition fund agreement for School Technology, and authorizing certain actions in connection therewith. Christopher Carson, Assistant Superintendent, Business Services

10.D. Adopt Resolution #15-16.36 authorizing the execution and delivery of a lease with option to purchase and acquisition fund agreement for School Buses, and authorizing certain actions in connection therewith. Christopher Carson, Assistant Superintendent, Business Services

10.E. Accept the following gifts: Christopher Carson, Assistant Superintendent, Business Services

1. \$4,099.19 from Central School PTO to Central School to be used for classroom supplies, school wide activities and transportation.
2. \$400.00 from Central School First Grade Teachers to Central School for field trip transportation.
3. \$400.00 from Central School Second Grade Teachers to Central School for field trip transportation.
4. \$100.00 from Mental Health Association of San Diego to the National City Collaborative Family Resource Centers for use of classroom space.
5. \$205.00 from Lifetouch National School Studios to Central School for classroom supplies.
6. \$211.00 from Lifetouch national School Studios to Ira Harbison School for school and classroom supplies.
7. \$151.00 from Lifetouch National School Studios to Kimball School for school and classroom supplies.
8. \$173.00 from Lifetouch National School Studios to Olivewood School for school supplies.
9. \$255.00 from Lifetouch National School Studios to Palmer Way School for sixth grade camp.
10. \$1150.00 from El Toyon School PTO to El Toyon School for classroom supplies.

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11. \$946.40 from Ira Harbison School PTO Ira Harbison School for fifth Grade field trip.
12. \$64.00 from United Cerebral Palsy Association of San Diego County to Ira Harbison School for school and classroom supplies.
13. \$50.00 from Jeri Gurley to Ira Harbison School for sixth grade camp.
14. \$20.00 from Janis Ireland to Ira Harbison School for sixth grade camp.
15. \$50.00 from Angelica Hernandez to Ira Harbison School for sixth grade camp.
16. \$202.86 from TerraCycle, Inc. to Kimball school for school supplies.
17. \$140.85 from Target to Kimball School for school supplies.
18. \$114.30 from Target to Lincoln Acres School for teacher incentives.
19. \$76.15 from Target to Palmer Way School for sixth grade camp.
20. \$55.54 from Target to Olivewood School for school supplies.
21. \$290.70 from Box Tops for educations to Olivewood school for school supplies.
22. \$100.00 from Kim Peterson to Olivewood School for sixth grade camp.
23. \$2,000.00 from Harmony and Health Foundation to Palmer Way School for sixth grade camp.
24. \$405.00 from Raad Alkas to Kimball School for school supplies.

11. HUMAN RESOURCES

11.A. Approve Declaration of Need for Fully Qualified Educators for the 2016-2017 school year.

Cindy Frazee,
Assistant
Superintendent, Human
Resources

12. BOARD WORKSHOP

12.A. Board Workshop on Community Support Services: Family Resource Center/National City Collaborative.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

13. BOARD/CABINET COMMUNICATIONS

14. ADJOURN TO CLOSED SESSION

15. CLOSED SESSION

Closed session in accordance with Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Cindy Frazee

Employee organizations: National City Elementary Teachers Association

16. ADJOURNMENT

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

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Barbara Avalos

Maria Betancourt-Castañeda

Brian Clapper

Maria Dalla

Alma Sarmiento

Staff:

Chris Oram, Ed.D., Superintendent

Chris Carson, Assistant Superintendent-Business Services

Paula Jameson-Whitney, Assistant Superintendent-Educational Services

Cindy Frazee, Assistant Superintendent-Human Resources

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Agenda Item: **4. PRESENTATIONS**

Agenda Item: **4.A. Presentation by Rancho de la Nación School students.**

Agenda Item: **4.B. Recognize Mrs. Yanira Robles, Rancho de la Nación School, as the National School District Volunteer of the Month for May 2016.**

Author/Speaker: Deborah Hernandez, Principal, Rancho de la Nación School
Board Member Dalla

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

Comments: Mrs. Yanira Robles has been a volunteer at Rancho de la Nación for the past five years. She is actively involved in our PTO where she currently serves as the committee's vice president. Her dedication and energetic, positive attitude is an asset to the Rancho community. Mrs. Robles has spent countless hours helping organize our school's Fall Festival, Jog-A-Thon and Read Across America as well as helping with the Teacher Appreciation Day and Volunteer Breakfast. Her flexibility and willingness to attend meetings such as DAC are invaluable. Apart from volunteering, Mrs. Robles works at Rancho as one our crossing guards and noon supervisors.

The staff at Rancho de la Nación, the students, and community are grateful to Mrs. Robles for the hard work and dedication to our school and congratulate her for receiving this Volunteer of the Month Award.

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Agenda Item: **4.C. Recognize District student for seven years of perfect attendance.**

Author/Speaker: Chris Oram, Superintendent
Board Member Betancourt-Castañeda

Quick Summary / Abstract: The National School District Governing Board wishes to recognize the following student for seven years of perfect attendance from kindergarten through sixth grade:

Leah L. Reid - Ira Harbison School

Comments: This student has been attending elementary school for the entire seven years without any tardies, early dismissals or missing a day since kindergarten.

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Agenda Item: **4.D. Recognize one sixth-grade student from each school as a Distinguished Scholar for the 2015-2016 school year.**

Author/Speaker: Chris Oram, Superintendent
Board Member Clapper

Rationale:

- Kate Lalic – Central School
- Emily Jasmin Santos - El Toyon School
- Razylin Avendano - Ira Harbison School
- Aramis Vargas - Kimball School
- Micaela Gates - Las Palmas School
- Emma Leal - Lincoln Acres School
- Moises Chavez - Olivewood School
- Nerissa Viray - John A. Otis School
- Patrick Gavin B. McWilliams - Palmer Way School
- Malcolm Rodriguez - Rancho de la Nación School

Quick Summary / Abstract: In an effort to promote student recognition, the Sweetwater Kiwanis Club has graciously agreed to sponsor our Distinguished Scholars Program for the 12th consecutive year in conjunction with the Governing Board.

The Sweetwater Kiwanis Club has agreed to recognize each Distinguished Scholar by presenting them with a \$50 gift card. In addition to the monetary award, the Governing Board will present a Medal of Distinction to each scholar.

Comments: The sixth grade scholars were selected by their teachers and principals according to one or more of the following criteria:

1. Demonstrated Academic Excellence - Recipients of this award have demonstrated consistent, high standards of written work and classroom participation throughout their educational process
2. Community Service - Recipients of this award have made significant, recognized efforts to assist members of their community over time or have organized some outstanding community effort to benefit others
3. Leadership Ability - Recipients of this award have demonstrated outstanding leadership performance over time in school affairs.

Each scholar will be introduced to the Governing Board by their teacher or school principal. Cindy Frazee, President of the Sweetwater Kiwanis Club, will present the gift card to each scholar.

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Agenda Item: **4.E. Introduce and welcome the new employees.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: The employees on the attached list were approved at the April 27, 2016 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 05/11/16		
Name	Position	Location
Rosa Hernandez	Instructional Assistant – Health Care	Palmer Way School
Alma Romero	Teacher	TBD

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Agenda Item:

5. PUBLIC COMMUNICATIONS

Quick Summary /
Abstract:

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Agenda Item: **6. AGENDA**

Agenda Item: **6.A. Approve agenda.**

Author/Speaker: Chris Oram, Superintendent

Superintendent's
Recommended
Motion: Approve agenda

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Agenda Item: **7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Quick Summary /
Abstract: All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items 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.

Superintendent's
Recommended
Motion: Approve Consent Calendar

May 11, 2016

Agenda Item: **7.A. Minutes**

Agenda Item: **7.A.I. Approve the minutes of the Special Board Meeting held on April 18, 2016.**

Author/Speaker: Chris Oram, Superintendent

Attachments:

Special Board Minutes - 04/18/2016

Agenda Item: **7.A.II. Approve the minutes of the Regular Board Meeting held on April 27, 2016.**

Author/Speaker: Chris Oram, Superintendent

Attachments:

Board Minutes - 04/27/2016

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

April 18, 2016
12:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 12:01 PM:

Present:

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

Absent:

Ms. Alma Sarmiento

Updated Attendance:

Ms. Alma Sarmiento was updated to present at: 12:30 PM

1. CALL TO ORDER

President Clapper called the public meeting to order at 12:01 p.m.

2. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

None

5. GENERAL FUNCTIONS

5.1. Approve Contract #CT3295 with The Cosca Group to provide services for a Superintendent search.

Motion Passed: Following discussion, Approve Contract Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

5.2. Superintendent search planning workshop.

Dr. George Bloch and Dr. Jennifer Walters led a workshop on the superintendent search planning timeline and process.

6. ADJOURNMENT

The meeting was adjourned at 2:11 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

April 27, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:05 PM:

Present:

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

1. CALL TO ORDER

President Clapper called the public meeting to order at 5:04 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 5:04 p.m. to 6:03 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54957: Public Employee Discipline/Dismissal/Release; Government Code Section 54957: Public Employee Appointment: Superintendent; and with Government Code Section 54957.6: Conference with Labor Negotiator - Agency negotiator: Cindy Frazee, Employee organizations: California School Employees Association and National City Elementary Teachers Association. All board members were present. Cindy Frazee and Chris Oram were present from 5:17 p.m. to 6:03 p.m. Chris Carson was present from 5:53 p.m. to 6:03 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Clapper called the public meeting to order at 6:05 p.m.

7. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

8. ROLL CALL

Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Presentation by Palmer Way School students.

Students from Palmer Way School gave a presentation on the VAPA Program. Board members, Barbara Avalos and Maria Betancourt-Castañeda, presented each of the students with a certificate, book and bookmark.

9.B. Recognize Mrs. Elizabeth Castillo, Palmer Way School, as the National School District Volunteer of the Month for April 2016.

Recognized Mrs. Elizabeth Castillo, Palmer Way School, as the National School District Volunteer of the Month for May 2016. Principal, Alfonso Denegri, introduced Mrs. Castillo and commented on her many fine qualities.

On behalf of the Governing Board, Alma Sarmiento presented Mrs. Castillo with a certificate and a logo clock.

9.C. Introduce and welcome the new employees.

Chris Oram, Superintendent, introduced and welcomed the new employees.

9.D. Recognize Katie Filzenger for her dedication to the OneSight Program.

Recognized Katie Filzenger for her dedication to the OneSight Program.

On behalf of the Governing Board, Brian Clapper and Chris Oram presented Mrs. Filzenger with a certificate of appreciation.

10. PUBLIC COMMUNICATIONS

Ana Zuniga Juarez, NCETA, spoke regarding negotiations.

Elena Porter, NCETA, spoke regarding negotiations.

Kathryn Giffin, NCETA, spoke regarding negotiations.

Jean Howard, NCETA, spoke regarding negotiations.

Cindy Sheppard, NCETA, spoke regarding negotiations.

Natalia Morales, NCETA, spoke regarding negotiations.

Karen Smerdon, NCETA, spoke regarding negotiations.

Lynn Stacey, NCETA, spoke regarding negotiations.

Sarah Collins, NCETA, spoke regarding negotiations.

Denise Zarrinam, NCETA, spoke regarding negotiations.

Stephanie Buttell-Maxin, NCETA, spoke regarding negotiations.

Dawn Salisbury, NCETA, spoke regarding negotiations.

Christina Benson, NCETA, spoke regarding negotiations.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve 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

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, Approve Consent Calendar, with the exception of item 12.C.II, which was pulled for separate vote, Passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Special Board Meeting held on April 7, 2016.

12.A.II. Approve the minutes of the Regular Board Meeting held on April 13, 2016.

12.B. Administration

12.B.I. Approve the National School District Governing Board meeting schedule for the 2016-2017 school year.

12.C. Human Resources

12.C.I. Pre-approval to hire temporary employees.

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

Motion Passed: Following discussion, ratify/approve recommended actions in personnel activity list Passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.

12.C.IV. Adopt Resolution #15-16.31 in recognition of California Day of the Teacher, Wednesday, May 11, 2016.

12.C.V. Adopt Resolution #15-16.32 in recognition of National School District's classified employees and designating May 15-21,2016, as Classified School Employee Week.

12.C.VI. Adopt 2016-2017 school year work calendar.

12.D. Educational Services

12.E. Business Services

13. GENERAL FUNCTIONS

13.A. Approve the Operational Agreement and Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2016 through June 30, 2021.

Motion Passed: Approve MOU Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14. EDUCATIONAL SERVICES

15. BUSINESS SERVICES

15.A. Adopt Resolution #15-16.33 making determinations and authorizing the filing of a Notice of Exemption from California Environmental Quality Act (CEQA) regarding the electrical upgrades and heating, ventilation, and air conditioning (HVAC) upgrades and installation at four school sites.

Motion Passed: Adopt Resolution Passed with a motion by Ms. Maria Betancourt-Castañeda 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

15.B. Approve contract #CT3294 with Dale Scott & Company (DS&C) for General Obligation (GO) Bond for Pre-Election Services.

Motion Passed: Following discussion, Approve Contract 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.C. Award Contract #CT3296 for Bid #15-16-158 to Kirk Paving, Inc., for Asphalt, Paving, and Concrete Work.

Motion Passed: Following discussion, Award Contract 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. Award Contract #CT3297 for Bid #15-16-159 to Technology Integration Group for the purchase of Electronic Device Charging Cabinets.

Motion Passed: Following discussion, Award Contract 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

15.E. Award Contract #CT3298 to Western Environmental & Safety Technologies (WEST) for Summer 2016 Construction Projects to provide Hazardous Materials Surveys, Testing, On-Site Observations, and Consulting Services.

Motion Passed: Award Contract 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

15.F. Award Contract #CT3299 to Southwest Geophysics for Underground Utility Locator Services for the Summer 2016 Construction Projects.

Motion Passed: Award Contract 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. HUMAN RESOURCES

17. BOARD WORKSHOP

17.A. Board Workshop on Community Support Services: Family Resource Center/National City Collaborative.

Paula Jameson-Whitney conducted a Board Workshop on Community Support Services at the Family Resource Center.

18. BOARD/CABINET COMMUNICATIONS

Mrs. Avalos congratulated the Volunteer of the Month. She thanked the students for their wonderful presentation.

Mrs. Betancourt-Castañeda congratulated the Volunteer of the Month. She thanked the students for their wonderful presentation.

Mrs. Sarmiento congratulated the Volunteer of the Month. She thanked the students for their wonderful presentation.

Mrs. Dalla congratulated the Volunteer of the Month. She thanked the students for their wonderful presentation.

Mr. Carson congratulated the Volunteer of the Month.

Mrs. Jameson-Whitney congratulated the Volunteer of the Month. She thanked the students for their wonderful presentation.

Dr. Oram congratulated the Volunteer of the Month. He thanked the students for their wonderful presentation.

Mr. Clapper congratulated the Volunteer of the Month. He thanked the students for their wonderful presentation.

19. ADJOURNMENT

The meeting was adjourned at 8:57 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

May 11, 2016

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

Author/Speaker: Chris Oram, Superintendent

Quick Summary /
Abstract: None

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Agenda Item: **7.C. Human Resources**

Agenda Item: **7.C.I. Pre-approval to hire temporary employees.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: At the May 27, 2015 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent of Human Resources to offer employment to temporary certificated employees.

Attachments:

Pre-Approved Temporary Employees

**Temporary Hires Pre-Approved
05/11/16**

Name	Position	Location	Effective Date
1. Brandy Rogers	Temporary Teacher	Ira Harbison School	April 25, 2016
2. Brandy Rogers	Impact Teacher	Ira Harbison School	April 25, 2016

May 11, 2016

Agenda Item: **7.C.II. Ratify/approve recommended actions in personnel activity list.**

Author/Speaker: Cindy Frazee, 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

May 11, 2016

<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

None				
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Additional Duties

None				
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Release of Temporary Employment

Temporary Teachers

1. Brandy Rogers	Temporary Teacher	Release from temporary assignment on June 15, 2016		
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Impact Teachers

2. Brandy Rogers	Impact Teacher	Release from temporary assignment on June 15, 2016		
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS

May 11, 2016

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

3. Irene Carrillo	Office Technician-School 8 hours per day 223 days per year Lincoln Acres School	May 12, 2016	Range 18, Step 1	General Fund
4. Monica Gomez	Child Nutrition Services Assistant 3 hours per day 208 days per year Olivewood School	May 12, 2016	Range 11, Step 1	General Fund
5. Zulema Motta	Child Nutrition Services Assistant 3 hours per day 208 days per year Central School	May 12, 2016	Range 11, Step 1	General Fund

Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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May 11, 2016

Agenda Item: **7.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

Resignations/Retirements**05/11/16**

Name	Position	Location	Effective Date
Mike Berneathy	Computer Systems Specialist	District	August 30, 2016
Adriana Jaime	Resource Specialist Teacher	Central School	June 15, 2016

May 11, 2016

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

Agenda Item: **7.D.I. Approve out-of-state travel for Meghann O'Connor to attend the Alternative Dispute Resolution Conference in Greenbelt, Maryland, from June 14-17, 2016.**

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

Quick Summary / Abstract: To circumvent legal issues that may occur within the Student Support Services Department it is optimum to be up-to-date with current practices related to dispute resolution that does not involve the legal systems. Attendance at this conference supports how to mediate and support teams working together positively as it relates to educational planning and provision of services for National School District students.

Comments: South County SELPA supports attendance for District Directors by paying for the cost of the conference tuition, travel, lodging and meals. South County Special Education Local Plan Area to reimburse \$1,600.

All expenses will be reimbursed to National School District by the South County Special Education Local Plan Area.

Financial Impact: N/A

May 11, 2016

Agenda Item: **7.E. Business Services**

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

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A - 05/11/2016

May 11, 2016

Agenda Item: **8. GENERAL FUNCTIONS**

Author/Speaker: Chris Oram, Superintendent

Quick Summary /
Abstract: None

May 11, 2016

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Ratify agreement Between Sweetwater Union High School District and National School District for Family Resource Center Collaborative Services.**

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

Quick Summary / Abstract: This year, Sweetwater Union High School District has added the requirement of a Governing Board Approved Service Agreement as a condition of providing funding for the National City Collaborative Family Resource Center. This agreement is for the 2015-2016 school year, and was presented to National in April of 2016.

Comments: The National City Collaborative Family Resource Center provides services to parents and community members in National City. There has been a long standing relationship between the Sweetwater Union High School District and the National School District in support of these services. The attached service agreement outlines the partnership between the two organizations.

Responsibilities of the National School District shall include the following:

1. In partnership with SUHSD's liaison, develop outcomes and objectives for the National City FRCs and surrounding communities
2. Maintain case records of referrals sent by district school site employees
3. Maintain and provide data on services students are being referred for
4. Ensure all employees and volunteers of the National City Collaborative who work directly with minors, have a TB test and Live Scan Investigation, which consists of FBI and Department of Justice (DOJ clearance) before beginning work
5. Provide SUHSD's Student Support Services office copies of referrals sent by school sites on a monthly basis
6. Meet with SUHSD on a biannual basis to discuss up data, outcomes, and services
7. Report to SUHSD's Medi-Cal Collaborative at the March meeting, for future funding requests
8. Submit an invoice for no more than \$60,000.00 for services for 2015-2016 school year
9. Contact the parents of the referred student(s) within a 48 hour period to set up intake appointment and contact referring party at the school site within 48 hours or less to acknowledge receipt of the referral. In addition after the intake meeting has taken place or if family does not show up for intake appointment, referring party from the school site will also be notified in a period 72 hours or less from the date of the intake meeting, or missed appointment
10. Provide and conduct parent support groups as requested by the school site.

SUHSD's responsibilities shall include the following:

1. Upon signature of service agreement and invoicing, submit payment(s) within annual limit of \$60,000
2. Meet biannually individually to review cases, outcomes, services and data
3. Assist with the referral process from school sites to the appropriate collaborative
4. Discuss referral options with school personnel
5. Have a point of contact to address FRC related business

May 11, 2016

Superintendent's
Recommended
Motion: Ratify Agreement

Financial Impact: The collaborative will receive \$60,000 from SUHSD Medical for the 2015-2016 school year.

Attachments:
SUHSD and NSD Agreement



Student Support Services
1130 Fifth Avenue, CHULA VISTA CA 91911
(619) 585-6020 • (619) 407-4982 FAX

SERVICE AGREEMENT

This Service Agreement is entered into and executed as of July 1, 2015 by and between the Sweetwater Union High School District ("SUHSD") and National School District ("NATIONAL") for the purpose of collaboration with DISTRICT schools and Resource Centers serving their respective communities. The Sweetwater Union High School District and National School District ("NATIONAL") agree with respect to the following facts:

The parties to this service agreement desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District through Family Resource Centers ("FRC").

THEREFORE BE IT RESOLVED that the parties listed on this service agreement agree to the following:

NATIONAL's responsibilities shall include the following:

1. In partnership with SUHSD's liaison, develop outcomes and objectives for the National City FRCs and surrounding communities
2. Maintain case records of referrals sent by district school site employees
3. Maintain and provide data on services students are being referred for
4. Ensure all employees and volunteers of the National City Collaborative who work directly with minors, have a TB test and Live Scan Investigation, which consists of FBI and Department of Justice (DOJ) clearance) before beginning work
5. Provide SUHSD's Student Support Services office copies of referrals sent by school sites on a monthly basis
6. Meet with SUHSD on a biannual basis to discuss up data, outcomes, and services
7. Report to SUHSD's Medi-Cal Collaborative at the March meeting, for future funding requests
8. Submit an invoice for no more than \$60,000.00 for services for 2015-2016 school year
9. Contact the parents of the referred student(s) within a 48 hour period to set up intake appointment and contact referring party at the school site within 48 hours or less to acknowledge receipt of the referral. In addition after the intake meeting has taken place or if family does not show up for intake appointment, referring party from the school site will also be notified in a period 72 hours of less from the date of the intake meeting, or missed appointment
10. Provide and conduct parent support groups as requested by the school site.

SUHSD's responsibilities shall include the following:

1. Upon signature of service agreement and invoicing, submit payment(s) within annual limit of \$60,000. Meet biannually individually to review cases, outcomes, services and data
2. Assist with the referral process from school sites to the appropriate collaborative
3. Discuss referral options with school personnel
4. Have a point of contact to address FRC related business

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POINT OF CONTACT

Sweetwater Union High School District
Steven Lizarraga
Director, Student Support Services
Steven.lizarraga@sweetwaterschools.org
Phone: 619-691-5564

National School District/National City
Collaborative Family Resource Centers
Sergio R. Rosas, MSHR
Executive Director
Sergio.rosas@national.k12.ca.us
Phone: 619-336-8643

TERMS OF AGREEMENT

This agreement is effective July 1, 2015 and terminates at 11:59 p.m. on June 30, 2016. This agreement may be terminated at any time by mutual agreement of the parties or by 30 day written notification from either party.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that at all time, while rendering services described herein, and in complying with any terms and conditions of the Agreement, NATIONAL is acting as independent contractors, and said NATIONAL employees are not officers, agents, or employees of SUHSD. NATIONAL enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. NATIONAL agrees that the collaborative employees will not become employees of SUHSD while this agreement is in effect. NATIONAL collaborative employees are not entitled to the rights or benefits afforded to SUHSD employees, including sick leave, vacation, health insurance, disability or unemployment benefits. NATIONAL is responsible for providing NATIONAL's own expenses, all employees including but not limited to liability, unemployment, and worker's compensation insurance or coverage.

INSURANCE

Without limiting Contractor's indemnification obligations to District, Contractor shall provide at its sole expense and maintain for the duration of this Agreement, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of the Services by the Contractor, his agents, representatives, employees or Subcontractors.

Minimum Scope of Insurance

1. Coverage shall be at least as broad as:
 - (a) Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
 - (b) Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.

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- (c) Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- (d) Professional Errors and Omissions Liability, Including Technology E&O.
- (e) Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering all Contractor's employees, officials and agents.
- (f) Property Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The Project Specific Aggregate limit shall be \$4,000,000.
- (b) Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of District.
- (d) Professional Errors and Omissions Liability: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without District's Risk Manager's approval. The coverage will not contain specific, express exclusions for design errors, destruction of data or failure to designing an adequate system arising out of Contractor's wrongful acts in the rendering of, or failure to render, professional and Technology services to the District. Coverage shall include vicarious interest endorsement to the District. If the policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, District will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's Services pursuant to the Agreement.
- (e) Employee Dishonesty and Computer Fraud: \$2,000,000 per occurrence. Such insurance shall cover all of Contractor's employees. Coverage shall include a loss payee endorsement to the District. Any deductible or self-insured retention shall be the responsibility of Contractor.
- (f) Property Insurance: Contractor shall provide insurance on all property owned by Contractor and provided under this Agreement. Such policy shall provide "all risk" perils, including flood, and shall be written on a basis of one hundred percent (100%) replacement value of the property. Coverage shall include business personal property, tenant improvements, business interruption, property of others, in the care, custody, and control of the insured, and transit. Any deductible or self-insured retention shall be the responsibility of Contractor.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the District's Risk Manager. At the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT; or (ii) the Contractor shall provide a financial guarantee satisfactory to

the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability, automobile liability and professional liability policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Endorsement (Does not apply to professional liability)

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the District, the members of the Board of Supervisors of the DISTRICT and the officers, agents, employees and volunteers of the DISTRICT, individually and collectively.

Primary Insurance Endorsement

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the DISTRICT, the members of the Board of Supervisors of the DISTRICT and the officers, agents, employees and volunteers of the DISTRICT, individually and collectively. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each required insurance policy shall state that coverage shall not be canceled by either party, except after sixty (30) days' prior written notice by mail has been given to the DISTRICT at the address shown in Section 24.6.

Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Insurance Provisions

Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by District's Risk Manager. Such approval shall not be unreasonably withheld.

Evidence of Insurance

Prior to commencement of this Agreement, but in no event later than the Effective Date of the Agreement, Contractor shall furnish the District with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish a summary of the relevant terms, provisions, and conditions of the insurance policy to District. Thereafter, copies of renewal certificates and, if any of the terms, provisions or conditions as summarized by the District are changed, revised summaries shall be furnished to District within thirty (30) days of the expiration of the term of any required policy. Contractor

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shall permit the District at all reasonable times to inspect and review any required policies of insurance.

Failure to Obtain or Maintain Insurance; District's Remedies

Contractor's failure to provide insurance specified or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and District may, at its option, terminate the Agreement for any such default by Contractor provided that the same is not cured within thirty (30) days after Contractor's receipt of notice from the District specifying the nature of the claimed default.

No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the District are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

Review of Coverage

District retains the right at any time to review the coverage, form and amount of insurance required herein and may request Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- (i) The policy retroactive date coincides with or precedes Contractor's commencement of Services under the Agreement (including subsequent policies purchased as renewals or replacements);
- (ii) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds;
- (iii) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement; and
- (iv) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the District from any damage, loss, cost or expense, including attorney fees, incurred by District as a result of Subcontractors' failure to maintain required coverage.

Waiver of Subrogation

Contractor and District release each other, and their respective authorized representatives, from any losses, but only to the extent that the proceeds received from any policy of insurance carried by District or

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Contractor, other than any self-insurance, covers any such Losses. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

MUTUAL INDEMNIFICATION

A. To the fullest extent allowable by law, PROVIDER agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal and bodily injury, death, property damage, loss of profits, infringement upon intelligent property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by PROVIDER during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

B. If any action or proceeding, whether judicial, administrative, arbitration, or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the PROVIDER shall, as its sole cost and expense, defend the Indemnified Parties in such action or proceeding with council reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, PROVIDER shall pay, satisfy or otherwise, discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

NON-DISCRIMINATION

SUHSD and NATIONAL shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

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FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the Sweetwater Union High School District Board of Trustees and the National School District Board of Trustees.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

Karen Michel Ed. D., Chief Financial Officer
Sweetwater Union High School District
Date: _____

Chris Oram, Ed. D. Superintendent
National School District
Date: _____

May 11, 2016

Agenda Item: **9.B. Approve Licensing Agreement #CT3300 with Document Tracking Services.**

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

Quick Summary / Abstract: School principals and Educational Services personnel spend numerous hours every year creating, editing, and collating plans. Document Tracking Services (DTS) provides online templates that automatically populate needed data into Single Plans for Student Achievement, School Safety Plans, Local Educational Agency Plans, and the Local Control Accountability Plan.

The fee includes a one-time transfer of data and information into the template, as well as providing all applicable California Department of Education data. Administrators can work on the plans from any location, and all plans will have consistent formatting and assessment tables. Once completed, plans can be saved in PDF format for publication.

Superintendent's Recommended Motion: Approve Licensing Agreement

Financial Impact: \$4,250
One time cost
LCFF funds

Attachments:
CT3300



LICENSING AGREEMENT

This Agreement effective **May 1, 2016**, is made and entered into by **National Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,750**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: April 19, 2016

Licensee

By: _____

Date: _____

National Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2015 School Accountability Report Card, English & Spanish (CDE Template)
2. 2015 Single Plan for Student Achievement (CDE Template)
3. 2015 Local Control and Accountability Plan (CDE Template)
4. 2015 Local Education Agency Plan (CDE Template)
5. 2015 Campus Safety Plan (Custom Template)
6. Others to be identified as needed.

May 11, 2016

Agenda Item: **10. BUSINESS SERVICES**

Agenda Item: **10.A. Award Contract #CT3301 to Chavez and Associates for Inspector of Record Services.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of this contract will provide for inspectors of record at Kimball, Las Palmas, Olivewood, and John Otis Schools during the Summer 2016 Construction Projects. Inspectors of Record are required for projects of this scope by the Division of State Architecture, but more importantly, they ensure the work is performed in accordance with the approved plans.

Comments: In 2015, the National School District utilized two vendors for this service. Chavez and Associates was one of these two vendors. They are selected for the current year to provide inspector of record services at all four sites due to their lower cost of service, and because they are able to staff at all four sites this year.

Superintendent's Recommended Motion: Award Contract

Financial Impact: Not to exceed \$72,000
One time cost
Measure N Funds

Attachments:
CT3301



Quality Construction Begins with Our Inspections

To: Raul Martinez - Director Maintenance & Operations, Facilities

Subject: **Proposal for John Otis School - Application # 04-114840, Kimball School – Application #04-114841, Las Palmas School – Application #04-114851, and Olivewood School – Application #04-114842**

This proposal has been based on an estimated construction time of 960 hours. Based on and in accordance with the DIR determination SD-23-63-3-2016-2D. This is only an estimate and can change due to the contractor's actual construction schedule and is based on straight time rate as noted.

Reporting Time and Minimum Pay:

2 hours shall be charged when any inspector shows up for work and is either rained out, contractors do not show up on the job or any other unforeseen reasons. Also a 2 hour minimum charge will be applied for any work performed. After the 2 hours has been exceeded time will be based on a per hour time, with no additional hours added. There are no four hour minimums, rounding up plus an additional hour, travel time or expenses proposed for this project.

Holidays:

The following days shall be recognized as holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and the first Saturday following the first Friday in the months of June and December each year. If any of the above holidays fall on a Sunday, the Monday following shall be considered a holiday.

Additional Costs required:

No additional costs foreseen at this time. DSA Project Inspector will be on site inspector as needed.

This cost covers the project inspector. This does not cover materials testing or sampling unless it is specifically approved for the on site inspector to perform by the materials testing lab and DSE. This is a requirement by DSA for all testing and all sampling, even for DSA masonry sampling. If agreed upon by the DSE and the LEA approved testing lab, the certified on site DSA Project Inspector can take any samples specifically approved.



Quality Construction Begins with Our Inspections

Estimated project duration: 480 estimated hours of inspection time during construction.
This is an estimated not to exceed amount based on 60 working days.

These hours are for one full-time inspector at **John Otis School** and **Kimball School**.

Total estimated amount \$ 36,000.00
This is at a rate of \$75/hr straight time

Estimated project duration: 480 estimated hours of inspection time during construction.
This is an estimated not to exceed amount based on 60 working days.

These hours are for one full-time inspector at **Las Palmas School** and **Olivewood School**.

Total estimated amount \$ 36,000.00
This is at a rate of \$75/hr straight time

If you have any questions or concerns feel free to contact me at (760) 644-0304 or chvz1@yahoo.com

Respectfully submitted,

A handwritten signature in black ink that reads "Carlos Chavez".

Carlos Chavez, RCI
DSA Class 1 Project Inspector
04-19-16

May 11, 2016

Agenda Item: **10.B. Award Contract #CT3302 to Ninyo & Moore for Geotechnical Observation and Materials Testing Services at Kimball, Las Palmas, Olivewood, and John Otis Schools.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval of this contract will allow for the required geotechnical services for the Summer 2016 Construction Projects. Geotechnical services are required any time there is trenching or ground work at the site. This service ensures the proper compaction of the soil, so not to create safety issues at a later time.

Comments: There will be some amount of trenching at the four construction sites this summer. The most extensive amount of this type of work will be done at Las Palmas School as a result of the major electrical upgrade required at this school.

Superintendent's Recommended Motion: Award Contract

Financial Impact: \$25,000
One time cost
Measure N Funds

Attachments:
#CT3302

April 15, 2016
Project No. 107996001

Mr. Raul Martinez
Director of Maintenance and Operations
National School District
1500 N Avenue
National City, California 91950

Subject: Proposal for Geotechnical Observation and Materials Testing Services
John Otis, Kimball, Las Palmas, and Olivewood Schools
HVAC Upgrade Projects
National City, California
DSA Application Nos. 04-114840, 04-114841, 04-114851, and 04-114842

Dear Mr. Martinez:

We are pleased to present this proposal to provide geotechnical observation and materials testing services during the earthwork and construction operations for the HVAC upgrades projects at John Otis, Kimball, Las Palmas, and Olivewood Schools in National City, California. It is our understanding that the HVAC projects at the four school sites will include trenching for utility installations, mechanical and electrical system upgrades, and repair or replacement of flatwork and asphalt pavement (AC) sections.

This proposal is based on our experience with similar projects for the school district and plans for the John Otis and Kimball Schools as well as Division of the State Architect (DSA) 103 forms for the Kimball and Olivewood Schools. However, this proposal has been prepared without the benefit of a construction schedule, project specifications, or plans and DSA 103 forms for the other schools. We would appreciate the opportunity to revise this proposal once those other documents are available for our review.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical observation and materials testing services during the installation of underground utilities and construction of the various site improvements. We anticipate our scope of services for this project to include the following:

- Attending preconstruction and site meetings, as requested.

- Performing field observation and in-place density testing during backfill of underground utility trenches, preparation of subgrade soils for concrete flatwork, and construction of AC and concrete pavement sections.
- Laboratory testing of the materials used for backfill, subgrade, and pavement sections. The tests are anticipated to include modified Proctor density/optimum moisture content and Hveem stability and unit weight. Tests in addition to these may be performed as appropriate.
- Sampling of concrete at the site during placement of concrete for utility vaults or flatwork repairs. Our ACI technician will sample the fresh material and measure its temperature, and slump, as well as cast one set of four concrete cylinders for every 50 cubic yards placed, or fraction thereof, during a day's placement per the project specifications.
- Performing load testing of post-installed anchors. It is assumed that installation of post-installed anchors will be observed by the Project Inspector.
- Laboratory testing for strength testing of concrete samples.
- Reviewing for and preparing Laboratory Verified Reports (DSA 291) and Geotechnical Verified Reports (DSA 293) for submittal to DSA.

FEE ESTIMATE

The geotechnical observation and materials testing services will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees. For budgetary purposes, we estimate that the services described herein will be approximately \$25,000 (Twenty-Five Thousand Dollars). This estimate is based on our previous experience with similar projects for the school district. However, this estimate should be amended once we have an opportunity to review the additional project documents and a construction schedule.

The estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted, that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services will be provided, based on time and materials, in accordance with the attached Schedule of Fees. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward your contract documents.

Respectfully submitted,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Senior Engineer



Mark Cuthbert, PE
Principal Engineer

JTK/MC/gg

Attachment: Schedule of Fees

Distribution: (1) Addressee

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist	\$ 139
Senior Engineer/Geologist	\$ 133
Senior Project Engineer/Geologist	\$ 127
Project Engineer/Geologist	\$ 123
Senior Staff Engineer/Geologist	\$ 109
Staff Engineer/Geologist	\$ 96
GIS Analyst	\$ 96
Technical Illustrator/CAD Operator	\$ 87
Field Operations Manager	\$ 93
Supervisory Technician	\$ 93
Senior Field/Laboratory Technician	\$ 87
Field/Lab Technician	\$ 87
ACI Concrete Technician	\$ 87
Deputy Inspector	\$ 87
Special Inspector, Reinforced Concrete	\$ 87
Special Inspector, Pre-stressed Concrete	\$ 87
Special Inspector, Reinforced Masonry	\$ 87
Special Inspector, Structural Steel/ Welding	\$ 87
Special Inspector, Fireproofing	\$ 87
Concrete/Asphalt Batch Plant Inspector	\$ 87
Nondestructive Testing Technician, UT, MT, LP	\$ 93
Pull Test Technician and Equipment	\$ 93
Geotechnical/Environmental/Laboratory Assistant	\$ 53
Information Specialist	\$ 52
Data Processing, Technical Editing, or Reproduction	\$ 44

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
Rebar Locator (Pachometer)	\$ 10 /hr
General Public Works Inspector	\$ 86 /hr
Inspector of Record - Class 2	\$ 86 /hr
Inspector of Record - Class 3 & 4 Assistant	\$ 86 /hr
Expert Witness Testimony	\$ 400 /hr
Nuclear Density Gauge Usage	\$ 9 /hr
Field Vehicle Usage	\$ 8 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays and Sundays. Rates at twice the regular rates will be charged for all work on Sundays and for work in excess of 12 hours in one day or on holidays. Lead time for any requested service is 24 hours. Field Technician and Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 150
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 210
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 155
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$80)	\$ 200
R-value, D 2844, CT 301	\$ 275
Sand Equivalent, D 2419, CT 217	\$ 90
Sieve Analysis, D 422, CT 202	\$ 120
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D, D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 110
Wax Density, D 1188	\$ 100

Roofing

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 175

Concrete

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 275
Flexural Test, C 78	\$ 55
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 65
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,200
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A-370	\$ 55
High Strength Bolt, Nut & Washer Conformance, per assembly, A-325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 105
Pre-Stress Strand (7 wire), A 416	\$ 155
Chemical Analysis, A-36, A-615	\$ 135
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

Asphalt Concrete

Asphalt Mix Design, Caltrans	\$ 2,400
Asphalt Mix Design Review, Job Spec	\$ 165
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T-245	\$ 240
Maximum Theoretical Unit Weight, D 2041	\$ 135
Unit Weight sample or core, D 2726, CT 308	\$ 100
Air Voids, T-269	\$ 50
Voids in Mineral Aggregate, (VFA) CT Sp-2	\$ 50
Voids filled with AC, (VMA) CT Sp-2	\$ 50
Dust Proportioning, (VFA) CT Sp-2	\$ 50

Aggregates

Absorption, Coarse, C 127	\$ 40
Absorption, Fine, C 128	\$ 40
Clay Lumps and Friable Particles, C 142	\$ 110
Cleanliness Value, CT 227	\$ 135
Crushed Particles, CT 205	\$ 155
Durability, Coarse, CT 229	\$ 145
Durability, Fine, CT 229	\$ 145
Los Angeles Abrasion, C 131 or C 535	\$ 200
Organic Impurities, C 40	\$ 60
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 430
Sand Equivalent, CT 217	\$ 100
Sieve Analysis, Coarse Aggregate, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 115
Sodium Sulfate Soundness (per size fraction), C 88	\$ 175
Specific Gravity, Coarse, C 127	\$ 85
Specific Gravity, Fine, C 128	\$ 95

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

May 11, 2016

Agenda Item: **10.C. Adopt Resolution #15-16.35 authorizing the execution and delivery of a lease with option to purchase and acquisition fund agreement for School Technology, and authorizing certain actions in connection therewith.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Adoption of this resolution allows the National School District to have one-to-one technology in grades three through six. It also provides for one-to-two technology (one computer to every two children) in transitional kindergarten through second grade. Finally, approval of this lease provides a more regular schedule to allow for updating of the technology that is in the classrooms, placing the district on a three year cycle.

Comments: This capital lease is a borrowing of \$1,714,000, paid over three years at 2.50% interest. This results in annual payments of \$600,135.10, total interest payments of \$86,405.30 paid over the life of the lease, and total lease payments totaling \$1,800,405.30. The Local Control Accountability Plan (LCAP) has the purchase of School Technology as a priority item, and is the funding source for these payments.

Superintendent's Recommended Motion: Adopt Resolution

Financial Impact: \$1,800,405.30 Total Repayment
\$600,135.10 per Year for Three Years
General Fund - Local Control Accountability Plan (LCAP)

Attachments:
Resolution #15-16.35
Lease Debt Schedule

National School District

Resolution

#15-16.35

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE WITH OPTION TO PURCHASE AND ACQUISITION FUND AGREEMENT, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the National School District (the "District") is a public school district organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$1,714,000.00 for the acquisition of computers and other technology (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective three year lease purchase financing arrangement at a 2.50% interest rate;

WHEREAS, the District has determined that this lease financing arrangement is the most economical means for providing the Property to the District.

NOW, THEREFORE, it is resolved by the Board of Trustees of the National School District as follows:

SECTION 1. Lease with Option to Purchase. The Superintendent, Assistant Superintendent, Business Services or a designee (each, an "Authorized Officer") is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Acquisition Fund Agreement. The Authorized Officer is hereby authorized to enter into an Acquisition Fund Agreement with the Corporation and Deutsche Bank National Trust Company, subject to approval as to form by the District's legal counsel.

SECTION 3. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer as may be required or appropriate in connection with the execution and delivery of the Lease and the Acquisition Fund Agreement.

SECTION 4. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution. Such actions are hereby ratified, confirmed and approved.

Resolution #15-16.35
May 11, 2016
Page 2

SECTION 5. Qualified Tax-Exempt Obligations. The Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 6. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Lease approved hereby for a maximum principal amount of \$1,714,000.00 of expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 7. Effect. This Resolution shall take effect immediately upon its passage.

I, Chris Oram, Ed.D., Secretary to the Governing Board of the National School District of San Diego County, California, do hereby certify that the above and foregoing resolution was duly and regularly adopted by said Board at a special meeting held on the 11th day of May, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of May, 2016.

President of the Governing Board of
National School District

Secretary to the Governing Board
National School District

May 11, 2016

Agenda Item: **10.D. Adopt Resolution #15-16.36 authorizing the execution and delivery of a lease with option to purchase and acquisition fund agreement for School Buses, and authorizing certain actions in connection therewith.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Adoption of this resolution allows the District to replace six school buses in our aged fleet. With these replacements, the District will have replaced eight of the buses in the fleet within the past two years. Prior to 2014, the National School District had purchased just one new bus in ten years.

Comments: This capital lease is a borrowing of \$1,040,000, paid over six years at 2.70% interest. This results in annual payments of \$190,076.84, total interest payments of \$100,46.04 paid over the life of the lease, and total lease payments totaling \$1,140,461.04. The Local Control Accountability Plan (LCAP) has the purchase of School Buses as a priority item, and is the funding source for these payments.

Superintendent's Recommended Motion: Adopt Resolution

Financial Impact: \$1,140,461.04 Total Repayment
\$190,076.84 per Year for Six Years
General Fund - Local Control Accountability Plan (LCAP)

Attachments:
Lease Debt Schedule
Resolution #15-16.36

National School District

Resolution

#15-16.36

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE WITH OPTION TO PURCHASE AND ACQUISITION FUND AGREEMENT, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the National School District (the "District") is a public school district organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$1,040,000.00 for the acquisition of buses (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective six year lease purchase financing arrangement at a 2.70% interest rate;

WHEREAS, the District has determined that this lease financing arrangement is the most economical means for providing the Property to the District.

NOW, THEREFORE, it is resolved by the Board of Trustees of the National School District as follows:

SECTION 1. Lease with Option to Purchase. The Superintendent, Assistant Superintendent, Business Services or a designee (each, an "Authorized Officer") is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Acquisition Fund Agreement. The Authorized Officer is hereby authorized to enter into an Acquisition Fund Agreement with the Corporation and Deutsche Bank National Trust Company, subject to approval as to form by the District's legal counsel.

SECTION 3. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer as may be required or appropriate in connection with the execution and delivery of the Lease and the Acquisition Fund Agreement.

SECTION 4. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution. Such actions are hereby ratified, confirmed and approved.

Resolution #15-16.36
May 11, 2016
Page 2

SECTION 5. Qualified Tax-Exempt Obligations. The Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 6. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Lease approved hereby for a maximum principal amount of \$1,040,000.00 of expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 7. Effect. This Resolution shall take effect immediately upon its passage.

I, Chris Oram, Ed.D., Secretary to the Governing Board of the National School District of San Diego County, California, do hereby certify that the above and foregoing resolution was duly and regularly adopted by said Board at a special meeting held on the 11th day of May, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of May, 2016.

President of the Governing Board of
National School District

Secretary to the Governing Board
National School District

May 11, 2016

Agenda Item: **10.E. Accept the following gifts:**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

- Rationale:
1. \$4,099.19 from Central School PTO to Central School to be used for classroom supplies, school wide activities and transportation.
 2. \$400.00 from Central School First Grade Teachers to Central School for field trip transportation.
 3. \$400.00 from Central School Second Grade Teachers to Central School for field trip transportation.
 4. \$100.00 from Mental Health Association of San Diego to the National City Collaborative Family Resource Centers for use of classroom space.
 5. \$205.00 from Lifetouch National School Studios to Central School for classroom supplies.
 6. \$211.00 from Lifetouch national School Studios to Ira Harbison School for school and classroom supplies.
 7. \$151.00 from Lifetouch National School Studios to Kimball School for school and classroom supplies.
 8. \$173.00 from Lifetouch National School Studios to Olivewood School for school supplies.
 9. \$255.00 from Lifetouch National School Studios to Palmer Way School for sixth grade camp.
 10. \$1150.00 from El Toyon School PTO to El Toyon School for classroom supplies.
 11. \$946.40 from Ira Harbison School PTO Ira Harbison School for fifth Grade field trip.
 12. \$64.00 from United Cerebral Palsy Association of San Diego County to Ira Harbison School for school and classroom supplies.
 13. \$50.00 from Jeri Gurley to Ira Harbison School for sixth grade camp.
 14. \$20.00 from Janis Ireland to Ira Harbison School for sixth grade camp.
 15. \$50.00 from Angelica Hernandez to Ira Harbison School for sixth grade camp.
 16. \$202.86 from TerraCycle, Inc. to Kimball school for school supplies.
 17. \$140.85 from Target to Kimball School for school supplies.
 18. \$114.30 from Target to Lincoln Acres School for teacher incentives.
 19. \$76.15 from Target to Palmer Way School for sixth grade camp.
 20. \$55.54 from Target to Olivewood School for school supplies.
 21. \$290.70 from Box Tops for educations to Olivewood school for school supplies.
 22. \$100.00 from Kim Peterson to Olivewood School for sixth grade camp.
 23. \$2,000.00 from Harmony and Health Foundation to Palmer Way School for sixth grade camp.
 24. \$405.00 from Raad Alkas to Kimball School for school supplies.

Quick Summary /
Abstract:

- Central PTO works throughout the year to support various programs at Central and National School District.
- First grade teachers at Central School are interested in supporting youth.
- Second grade teachers at Central School are interested in supporting youth.
- Mental Health Association of San Diego is a local organization with an interest in supporting youth. Harmony and Health Foundation is a foundation that provides assistance, matching funds, and start-up money for low income individuals and self-help organizations.
- Lifetouch Portrait Company is committed to our schools portrait program.

May 11, 2016

- El Toyon PTO works throughout the year to support various programs at El Toyon and National School District.
- Ira Harbison PTO works throughout the year to support various programs at Ira Harbison School and National School District.
- United Cerebral Palsy Association of San Diego is a non-profit corporation and has provided programs and services in San Diego since 1958. Ira Harbison PTO works throughout the year to support various programs at Ira Harbison School and National School District.
- Jeri Gurley is an employee of the National School District with an interest in supporting youth.
- Janis Ireland is an employee of National School District with an interest in supporting youth.
- Angelica Hernandez is an employee of the National School District with an interest in supporting youth.
- TerraCycle, Inc. enables school to earn money for each approved piece of non-recyclable waste collected through the Brigade program.
- Target's Take Charge of Education donations are accumulated when supporters of the school make purchases at Target using their REDcard. Target donates up to 1% of these purchases to the eligible K-12 school they've designated.
- Box Tops for Education® is one of the nation's largest school fundraising loyalty programs and has been helping schools succeed since 1996. With over 250 participating products, it's an easy way for schools to earn cash for the things they need.
- Kim Peterson is an employee of National School District with an interest in supporting youth.
- Harmony and Health is a foundation that provides assistance for low income for self help organizations.
- Raad Alkas is a parent of a student in the National School District with interest in supporting youth.
- Donors Choose make it easy for anyone to help a classroom in need, so that students in every community have the tools and experiences they need for a great education.

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.

Superintendent's
Recommended
Motion:

Accept gifts

May 11, 2016

Agenda Item: **11. HUMAN RESOURCES**

Agenda Item: **11.A. Approve Declaration of Need for Fully Qualified Educators for the 2016-2017 school year.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The Declaration of Need is an annual form submitted to the California Commission on Teacher Credentialing by public school districts. This form contains the number of estimated University Internship Credentials, Limited Assignment Permits and Emergency English Language Authorizations that may be requested during the school year. The Governing Board must approve this form each year before being submitted to the Commission.

Comments: This Declaration of Need form will be valid from July 1, 2016 through June 30, 2017.

Although it is the District's intention to continue to hire only fully credentialed teachers, finding qualified and suitable special education teachers is sometimes difficult. Through our participation in Commission-approved university internship programs, we have been fortunate to find exceptional teachers who are highly qualified under the teacher requirements of No Child Left Behind and are in the process of completing a special education teacher preparation program.

Superintendent's Recommended Motion: Approve Declaration of Need

May 11, 2016

Agenda Item: **12. BOARD WORKSHOP**

Agenda Item: **12.A. Board Workshop on Community Support Services: Family Resource Center/National City Collaborative.**

Author/Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services
Quick Summary / Abstract: The National City Collaborative (NCC) is the infrastructure for joint strategic planning and integrated programs, policies or facilities development. National School District has always served as the fiscal agent for the Collaborative and the integrated services. Program delivery has been traditionally been offered to the community through the Family Resource Centers (FRC), located at Kimball Elementary and Lincoln Acres Elementary.

At one time, the Collaborative was supported by 17 different funding streams. Currently, only 9 agencies support the collaborative, with National School District responsible for over half of the total budget.

Current services provided by the Collaborative include: crisis counseling and brokering of counseling services, prevention services that bring information and education to the community, adult education, after-school tutoring, Spanish literacy, health education classes, TB testing, immunization clinics, assistance with forms, as well as advocacy.

Comments: This Board Workshop will cover the history of the collaborative, the current needs of the community as indicated through parental and staff input, research on best practices to support communities to benefit the needs and academic growth of a community's student population, and the potential for restructuring the way in which this critical services have traditionally been provided.

Representatives from the various health provider agencies will be presenting.

May 11, 2016

Agenda Item: **13. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **14. ADJOURN TO CLOSED SESSION**

Agenda Item: **15. CLOSED SESSION**

Quick Summary /
Abstract: Closed session in accordance with Government Code Section 54957.6: CONFERENCE
WITH LABOR NEGOTIATOR
Agency negotiator: Cindy Frazee
Employee organizations: National City Elementary Teachers Association

Agenda Item: **16. ADJOURNMENT**