



Governing Board Agenda

October 26, 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-Castañeda 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

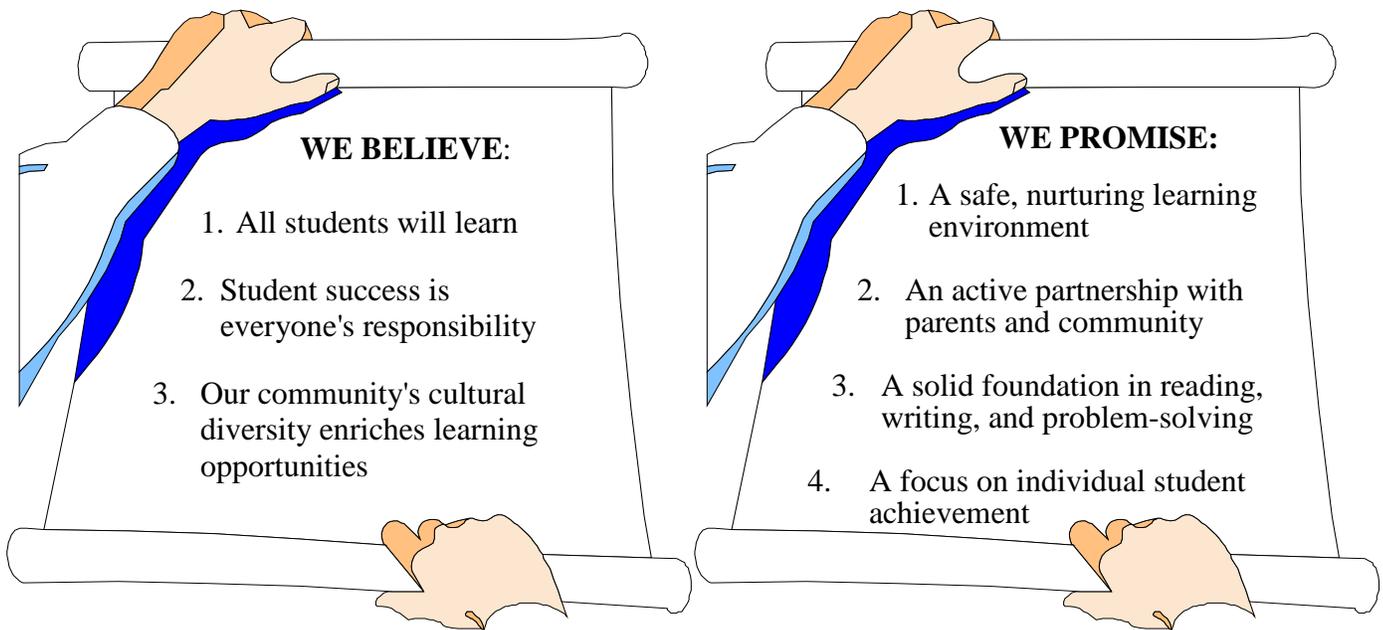
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

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

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

Wednesday, October 26, 2016

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

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

October 26, 2016

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

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

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session in accordance with California Education Code Section 48918:
STUDENT EXPULSION
Students ID #3708216

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #14-3608

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Assistant Principal

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

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

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

October 26, 2016

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Ira Harbison School students.

Elena DeLaRosa,
Principal, Ira Harbison
School

9.B. Recognize Mrs. Priscilla Gray, Ira Harbison School, as the National School District Volunteer of the Month for October 2016.

Elena DeLaRosa,
Principal, Ira Harbison
School

9.C. Introduce and welcome the new employees.

Cindy Frazee,
Assistant
Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

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

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 12, 2016.

Leighangela Brady,
Superintendent

12.B. Administration - None

Leighangela Brady,
Superintendent

12.C. Human Resources

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

Cindy Frazee,
Assistant
Superintendent,
Human Resources

October 26, 2016

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

Cindy Frazee,
Assistant
Superintendent,
Human Resources

12.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

12.D. Educational Services

12.D.I. Adopt Resolution #16-17.18 proclaiming the week of November 14-18, 2016 as School Psychologist Week in the National School District.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

12.E. Business Services

12.E.I. Authorize the Assistant Superintendent or Business Services to advertise for Request for Proposals (RFP) #16-17-236 Voice Over Internet Protocol (VoIP) Services at Various Sites.

Christopher Carson,
Assistant
Superintendent,
Business Services

12.E.II. Authorize the Assistant Superintendent or Business Services to advertise for Request for Proposals (RFP) #16-17-237 Voice Over Internet Protocol (VoIP) Services at Palmer Way School.

Christopher Carson,
Assistant
Superintendent,
Business Services

12.E.III. Adopt Resolution #16-17.19 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS - None

Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Approve Independent Contractor Agreement #CT3338 with San Diego Guild of Puppetry to provide an 18 week puppet theater residency for Palmer Way School students in grades two and five.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

14.B. Approve Non-Public School Individual Service Agreement #CT3348 with Aseltine School to provide an educational program for special education student #3704020.

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

October 26, 2016

14.C. Report by Integrity Charter School on 2015-2016 academic achievement and goals for 2016-2017. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

14.D. Report by Beacon Classical Academy, National City, on 2015-2016 academic achievement and goals for 2016-2017. Paula Jameson-Whitney, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES - None

Cindy Frazee,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Authorize the Assistant Superintendent or Business Services to advertise for Request for Qualifications (RFQ) #16-17-238 for Cost Estimating Services. Christopher Carson, Assistant Superintendent, Business Services

17. BOARD WORKSHOP – None

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

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

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

Agenda Item: **4. CLOSED SESSION**

Quick Summary /
Abstract: Closed session in accordance with California Education Code Section 48918:
STUDENT EXPULSION
Students ID #3708216

Closed session in accordance with Government Code Section 54956.9:
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PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

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

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

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

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

Agenda Item: **8. ROLL CALL**

Quick Summary /
Abstract:

Board:
Barbara Avalos
Maria Betancourt-Castañeda
Brian Clapper
Maria Dalla
Alma Sarmiento

Staff:
Leighangela Brady, Ed.D., Superintendent
Chris Carson, Assistant Superintendent-Business Services
Paula Jameson-Whitney, Assistant Superintendent-Educational Services
Cindy Frazee, Assistant Superintendent-Human Resources

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by Ira Harbison School students.**

Speaker: Elena DeLaRosa, Principal, Ira Harbison School
Board Members Avalos & Sarmiento

Agenda Item: **9.B. Recognize Mrs. Priscilla Gray, Ira Harbison School, as the National School District Volunteer of the Month for October 2016.**

Speaker: Elena DeLaRosa, Principal, Ira Harbison 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: Ira Harbison would like to honor Mrs. Priscilla Gray as the Parent Volunteer of the Month. Mrs. Gray is new to Ira Harbison, however has really become a part of the Ira Harbison family. Not only is Mrs. Gray a campus supervisor but after work hours volunteers as much as she can. Our Ira Harbison PTA has noted Mrs. Gray as an active volunteer. She assists in all grade levels and assists the PTA with whatever is needed. In addition, she has recently taken on the duties as Historian for our Ira Harbison PTA. She is extremely hard working, is always eager to help and always does her volunteer time with a smile on her face. Mrs. Gray goes above and beyond to extend her assistance in every class, grade, and department on campus. The staff, students, and parents are very fortunate to have Mrs. Priscilla Gray as part of our PTA and parent volunteer program.

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

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the October 12, 2016 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 10/26/16		
Name	Position	Location
Angela Phillips-Agonino	School Psychologist	Central School
Sergio Tapia	Groundskeeper	Maintenance and Operations

Agenda Item: **10. PUBLIC COMMUNICATIONS**

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

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

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.

Recommended
Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on October 12, 2016.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes - 10/12/2016

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

October 12, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:04 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 4:36 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 4:30 P.M.

Closed session was held from 4:36 p.m. to 6:00 p.m. and from 8:16 p.m. to 8:44 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54956.9: Conference with Legal Counsel-Existing Litigation-Case #14-3608 and Case #14-6455; Government Code Section 54957: Public Employee Discipline/Dismissal/Release; Government Code Section 54957: Public Employee Appointment-Assistant Principal; Government Code Section 54957: Public Employee Performance Evaluation-Superintendent; and with Government Code Section 54957.6: Conference with Labor Negotiator - Agency negotiator: Cindy Frazee, Employee organizations: California School Employees Association, National City Elementary Teachers Association. All board members were present. Chris Carson was present from 4:44 p.m. to 4:50 p.m. Cindy Frazee was present from 4:51 p.m. to 5:05 p.m. Leighangela Brady was present from 4:36 p.m. to 6:00 p.m. and from 8:16 p.m. to 8:44 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Clapper called the public meeting to order at 6:04 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. Recognize Dolores Mujica, Special Education Instructional Assistant, Ira Harbison School, as National School District Employee of the Month for October 2016.

Recognized Dolores Mujica, Special Education Instructional Assistant, Ira Harbison School, as National School District Employee of the Month for October 2016. Principal, Elena DeLaRosa, introduced Ms. Mujica and commented on her many fine qualities.

On behalf of the Governing Board, Maria Betancourt-Castañeda presented Ms. Mujica with a framed certificate a District logo watch.

9.B. Introduce and welcome the new employees.

Cindy Frazee, Assistant Superintendent of Human Resources, introduced and welcomed the new employees.

10. PUBLIC COMMUNICATIONS

Mona Ribada, CSEA, spoke regarding proposition 55.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda 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

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, Approve Consent Calendar 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

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on September 14, 2016.

12.A.II. Approve the minutes of the Special Board Meeting held on September 20, 2016.

12.B. Administration

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

12.C. Human Resources

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

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

12.D. Educational Services

12.D.I. Adopt Resolution #16-17.17 proclaiming October 24-28, 2016 as Red Ribbon Week in National School District.

12.D.II. Approve Consultant Contract #CT3332 with Soren Bennick Productions, Inc. to provide two anti-bullying assemblies for Palmer Way School students.

12.E. Business Services

12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for Bid #16-17-164 for Accessible Walkway at Lincoln Acres Preschool Center.

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

13. GENERAL FUNCTIONS

13.A. Approve Letter to the CTA stating the Governing Board's Unconditional Commitment To Cease And Desist Challenged Action Pursuant To Government Code Section 54960.2(c)(2).

Motion Passed: Approve letter 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

14. EDUCATIONAL SERVICES

14.A. Approve Consultant Contract #CT3336 with The Regents of the University of California on behalf of the University of California, San Diego to provide 18 hours of professional development for up to 15 Palmer Way School TK-3 classroom teachers.

Motion Passed: Following discussion, Approve 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

14.B. Approve contract #CT3337 with Follett for one full day of professional learning for the Library Media Specialists for beyond the basics training in Follett Destiny library management system.

Motion Passed: Following discussion, Approve contract 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

14.C. Approve Contract #CT3345 with A Tree of Knowledge (ATOK) Supplemental SES Service to offer tutoring services to eligible students in grades three through six at Central, El Toyon, Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way and Rancho de la Nación Schools.

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

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

14.D. Approve Non-Public School Master Contract #CT3343 with Aseltine School to provide an educational program for special education students for the 2016-2017 school year.

Motion Passed: Following discussion, Approve 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

14.E. Approve Non-Public School Individual Service Agreements #CT3342 with Aseltine School to provide an educational program for special education students #3702087 & #3706612.

Motion Passed: Approve agreements Passed with a motion by Ms. Maria Dalla 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

14.F. Approve Consultant Contract #CT3344 with Patricia Smith to provide support with speech and language therapy services, staff support and assessment to identified students during the 2016-17 school year.

Motion Passed: Approve 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

14.G. Presentation on the progress of the National City Collaborative Re-Visioning.

Paula Jameson-Whitney and Deborah Hernandez gave a presentation on the progress of the National City Collaborative Re-Visioning.

15. HUMAN RESOURCES

16. BUSINESS SERVICES

16.A. Approve Change Order #1 with Kronos Painting, Incorporated for the Painting Project at El Toyon and Lincoln Acres Schools.

Motion Passed: Approve change order 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

16.B. Authorize renewal of contract #CT3179 with Diamond Jack Enterprises, Inc. for Fresh Fruits and Vegetables for the 2016-2017 school year.

Motion Passed: Following discussion, Authorize renewal of 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.C. Discuss and authorize the Assistant Superintendent of Business Services to advertise for Bid #16-17-165 for Tree Trimming and Removal.

Motion Passed: Following discussion, Authorize to advertise 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

16.D. Accept the following gifts:

Motion Passed: Accept gifts Passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. BOARD WORKSHOP

17.A. Board Workshop and discussion of fundraiser opportunities.

Dr. Leighangela Brady led a board workshop and discussion on fundraiser opportunities.

18. BOARD/CABINET COMMUNICATIONS

Mrs. Avalos congratulated the Employee of the Month. She welcomed the new employees. She shared that she attended a Red Ribbon luncheon put on by the DEA and it was very informative. She shared that she also attended the FRC re-visioning meetings and they were very informative. She thanked everyone for their informative presentations.

Mrs. Betancourt-Castañeda congratulated the Employee of the Month. She welcomed the new employees. Thank you for staying for the meeting.

Mrs. Sarmiento congratulated the Employee of the Month. She welcomed the new employees.

Mrs. Dalla congratulated the Employee of the Month. She informed Dr. Brady that she would like to have a Board Workshop on budgets.

Mrs. Frazee congratulated the Employee of the Month. She welcomed the new employees. She shared that three Human Resources staff are at a conference this week. She shared that two SDSU students commented on what a wonderful budget presentation was given by Mr. Carson.

Mr. Carson followed up on Board questions from the last Board Meeting regarding the instructional materials funds. He shared that the Las Palmas School curtains should be in this week and installed next week. He shared information regarding Proposition 55.

Mrs. Whitney shared that DAC met today and explored GATE, homework and DAC bylaws. The DAC bylaw group would like to change the name to DAPC. She also shared that she attended the NCPD student recognition today.

Dr. Brady shared good news about many staff members. She also shared information about Walktober and about Chalkboard and Lifetouch Photography. She informed the Board that the CBOC committee needs three members.

Mr. Clapper shared that he had the opportunity to attend several of the Elk's Club dictionary giveaways at our schools. He shared information about the May Time Band Parade to be held this weekend. He also shared information about OneSight, which will take place from October 31 to November 4 this year.

Mr. Clapper announced that in closed session, the Governing Board unanimously voted to approve the amendment to voluntary resignation agreement and final settlement agreement for employee ID #246-060.

19. ADJOURNMENT

The meeting was adjourned to closed session at 8:16 p.m.

The meeting was adjourned at 8:44 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

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

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

October 26, 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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Additional Duties

1. Lourdes Cabrales	English Learner Site Liaison John Otis School	2016 – 2017 school year	\$1,000 per year	Site Funds
2. Patricia Carrillo	English Learner Site Liaison El Toyon School	2016 – 2017 school year	\$1,000 per year	Site Funds
3. Patricia Duran	50% Technology Site Liaison El Toyon School	2016 – 2017 school year	\$500 per year	Site Funds
4. Adela Garaicoa	English Learner Site Liaison Las Palmas School	2016 – 2017 school year	\$1000 per year	Site Funds
5. Betsy Johnson	50% Technology Site Liaison Las Palmas School	2016 – 2017 school year	\$500 per year	Site Funds
6. Elizabeth McEvoy	50% Technology Site Liaison El Toyon School	2016 – 2017 school year	\$500 per year	Site Funds
7. Eulalia Nava	English Learner Site Liaison Olivewood School	2016 – 2017 school year	\$1,000 per year	Site Funds
8. Rochelle Peterman	50% Technology Site Liaison Palmer Way School	2016 – 2017 school year	\$500 per year	Site Funds
9. Jelen Rodecker	Technology Site Liaison Olivewood School	2016 – 2017 school year	\$1,000 per year	Site Funds
10. Thao Vo	50% Technology Site Liaison Palmer Way School	2016 – 2017 school year	\$500 per year	Site Funds
11. Stacy Weber	50% Technology Site Liaison Las Palmas School	2016 – 2017 school year	\$500 per year	Site Funds

Contract Extension/Change

12. Nathan Bland	From Classroom Teacher to District Resource Teacher - Technology 6.58 hours per day 185 days per year District Office	October 27, 2016	No Change	LCAP Funds
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS

October 26, 2016

Name Position Effective Date Placement Funding Source

Employment

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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Agenda Item: **12.C.II. Pre-approval to hire temporary employees.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: At the May 26, 2016 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent of Human Resources to offer employment to temporary certificated employees for the 2016-2017 school year.

Comments: Pursuant to Education Code there are several types of temporary teacher contracts that the District utilizes. There are categorical temporary teachers paid with categorical funds, such as Title I. Typically in our District, these are Impact teachers. The second type are Leave Replacement temporary teachers who are hired to backfill a vacancy created by a teacher on a leave of absence. The third type of temporary teacher contract is for a short term assignment. This type of contract is utilized for teachers administering the annual English Language Testing (CELDT) to students and for teachers who work with students who are not yet assigned to a classroom at the beginning of school year (Overflow Teachers).

The law is very specific about the steps which are required to hire temporary teachers. Court rulings have ordered districts to hire temporary teachers as permanent employees when these steps are not followed. Prior to employment by the District, the employee must be told the position is temporary, it must be Board approved and the employee must sign the contract before working.

Upon review of the procedures in Human Resources in 2009, the District was advised to have the Governing Board in the Spring of each year authorize the Assistant Superintendent, Human Resources to hire up to a set amount of temporary employees in each of the areas. Since 2009, the Governing Board has approved an agenda item for this purpose each Spring. The Human Resources department provides an agenda item each month to the Governing Board reporting the temporary employees that have been hired during that period of time. This practice has allowed the Human Resources Department to ensure compliance with Education Code and to be responsive to the needs at the school sites.

Attachments:

Pre-Approved Temporary Hires

**Temporary Hires Pre-Approved
10/26/16**

Name	Position	Location	Effective Date
1. Frema Larios	Impact Teacher	Las Palmas School	October 18, 2016

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

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

Resignations/Retirements			
10/26/16			
Name	Position	Location	Effective Date
Myrna S. Rico	School Psychologist	Central School	September 30, 2016

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

Agenda Item: **12.D.I. Adopt Resolution #16-17.18 proclaiming the week of November 14-18, 2016 as School Psychologist Week in the National School District.**

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

Quick Summary / Abstract: This recognition week is sponsored by the National Association of School Psychologists. We have participated in this recognition of our school psychologists for the last several years.

Comments: In conjunction with the ten schools in the National School District and other school districts throughout the Nation, we will take this opportunity to focus attention on the professional services provided to our students by our school psychologists. These services include assessment, on-going counseling, crisis intervention, classroom interventions and other services that support our students and their families.

See attached resolution.

Attachments:
Resolution #16-17.18

National School District

Resolution

#16-17.18

SCHOOL PSYCHOLOGIST WEEK

WHEREAS, children have a natural desire and propensity to learn and the unalienable right to an education; and

WHEREAS, it is imperative that society emphasize the needs of children and youth and invest in education as a top priority; and

WHEREAS, to enhance the total environment in which children live and grow, schools must apply sound psychological principles to instruction and learning, cultivate children's intellectual, social and emotional development, meet the educational needs of our culturally diverse student population and promote early intervention to ensure students' scholastic success; and

WHEREAS, school psychologists help parents and educators foster healthy child development and are the school-based experts in children's learning and psychological development; and

WHEREAS, school psychologists are leaders in delivering mental health services to students; and

WHEREAS, it is appropriate that Californians take the time to recognize the important and vital role that school psychologists play in the personal and academic development of our State's children;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District declares the week of November 14-18, 2016 as *School Psychologist Week* and salutes the dedication and excellent service of school psychologists.

Resolution #16-17.18
October 26, 2016
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 26th day of October 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

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

Agenda Item: **12.E.I. Authorize the Assistant Superintendent or Business Services to advertise for Request for Proposals (RFP) #16-17-236 Voice Over Internet Protocol (VoIP) Services at Various Sites.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The E-Rate application process requires that districts identify their E-Rate eligible technology needs and then follow accepted bidding procedures to ultimately award contracts to service providers. This process usually begins in the fall of the year prior to the implementation of the contract. Applications are submitted to the School and Libraries Division (SLD) in early November to early February of the year preceding the funding year.

Comments: This year the District is planning on requesting proposals from eligible vendors for Telecommunications-VoIP at various school sites. These sites are all but Palmer Way, which is in a separate funding category and must be let to contract separate from the rest of the District. Proposals will be accepted and evaluated and a vendor will be selected for recommendation to the Governing Board.

Financial Impact: Approximately \$500
One time cost
General Fund

Agenda Item: **12.E.II. Authorize the Assistant Superintendent or Business Services to advertise for Request for Proposals (RFP) #16-17-237 Voice Over Internet Protocol (VoIP) Services at Palmer Way School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The E-Rate application process requires that districts identify their E-Rate eligible technology needs and then follow accepted bidding procedures to ultimately award contracts to service providers. This process usually begins in the fall of the year prior to the implementation of the contract. Applications are submitted to the School and Libraries Division (SLD) in early November to early February of the year preceding the funding year.

Comments: This year the District is planning on requesting proposals from eligible vendors for Telecommunications-VoIP at Palmer Way School. Palmer Way School is in a separate funding category and must be let to contract separate from the rest of the District. Proposals will be accepted and evaluated and a vendor will be selected for recommendation to the Governing Board.

Financial Impact: Approximately \$500
One time cost
General Fund

Agenda Item: **12.E.III. Adopt Resolution #16-17.19 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The NCPA program is designed, as is any public purchasing cooperative, to achieve cost-effective and efficient acquisition of quality products and services. NCPA leverages the buying power for participating school districts.

The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process. One alternative is the NCPA program.

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

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

Attachments:
Resolution #16-17.19

National School District

Resolution

#16-17.19

AUTHORIZING CONTRACTING PURSUANT TO THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) PROGRAM

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

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

WHEREAS, One alternative is the National Cooperative Purchasing Alliance (NCPA) program. This will save the District the time and expense of having to go out for a formal bid, and

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

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

1. The District requests participation in the purchase of materials, equipment, and supplies through the National Cooperative Purchasing Alliance (NCPA) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the NCPA contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #16-17.19
October 26, 2016
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 26th day of July 2016, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **13. GENERAL FUNCTIONS**

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve Independent Contractor Agreement #CT3338 with San Diego Guild of Puppetry to provide an 18 week puppet theater residency for Palmer Way School students in grades two and five.**

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

Quick Summary / Abstract: The San Diego Guild of Puppetry is a non-profit arts organization dedicated to sharing the magic of puppet theater through educational outreach, performances and special events. Palmer Way Elementary would like to contract with the Guild to provide an 18 week course of study for second and fifth grades that supports the school goals of Positive Behavior Intervention (PBIS), Common Core State Standards (CCSS), and English Language Development (ELD).

PBIS will be supported through the study and performance of classic tales of bullying behavior. A few examples of the stories that will be used to support PBIS include “The Ugly Duckling” and “Cinderella.” It will also incorporate tales from around the world, which include “Jabuti” and “Wiley and the Hairy Man.” Students will explore how characters in these tales respond to the challenges of bullying, giving them examples of positive tools that they will be able to use in their own lives when dealing with bullying behavior.

This program will support the Common Core State Standards by focusing in on the second and fifth grade Reading Literature, and Speaking and Listening Standards. Some of the standards that will be taught include:

- RL.2.2 Recount stories and determine their central message
- RL.2.3 Describe how characters in a story respond to major events and challenges.
- SL.2.1 Participate in collaborative conversations

In fifth grade some of the standards that will be taught, include:

- RL.5.2 Determine a theme of a story, drama, or poem from details in the text including how characters in a story or drama respond to challenges
- RL.5.3 Compare and contrast two or more characters, settings, or events in a story
- SL.5.1 Engage effectively in a range of collaborative discussions

English Language Development Common Core State Standards will be supported by addressing ELD collaborative, interpretive and productive standards. Some of the ELD standards that will be taught during this program include:

- Exchanging information and ideas with others through oral collaborative conversations.
- Listening actively to spoken English
- Selecting and applying varied and precise vocabulary and language structures to effectively convey ideas

Classroom teachers will be actively involved in the effort, incorporating the stories and language experiences into ongoing classroom instruction.

Recommended Motion: Approve agreement

Financial Impact: Not to exceed \$7,000
One time cost
LCFF Funds

Attachments:
CT3338

Contract No. CT3338

National School District Independent Contractor Agreement

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

San Diego Guild of Puppetry

Contractor

Taxpayer ID Number

Mailing Address

_____ hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Contractor will provide an 18 week puppet theatre residency for grades 2 and 5, plus two professional puppetry performances and two giant puppet parades (as introductory and culminating events).

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

2. Term. Contractor shall commence providing services under this Agreement on Week of October 24, 2016, and will diligently perform as required and complete performance by Week of May 19, 2017.

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

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 27th day of October, 2016.

NATIONAL SCHOOL DISTRICT

Signature of Authorized Agent

CHRIS CARSON

Typed or Printed Name

Asst, Supt., Business Services

Title

Board Approval Date: October 26, 2016

CONTRACTOR



Signature of Authorized Agent

Lynne W. Jennings

Typed Name

Social Security or Taxpayer I. D. No.

(Area Code) Telephone Number

Agenda Item: **14.B. Approve Non-Public School Individual Service Agreement #CT3348 with Aseltine School to provide an educational program for special education student #3704020.**

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

Quick Summary / Abstract: Due to significant educational needs the IEP team of Student #3704020 has determined the child needs a more restrictive environment. The recommendation is to place at Aseltine, a Non Public School.

Comments: Program information has been reviewed by National School District staff with a recommendation of placement with services outlined by the Individualized Education Plan for the 2016-17 school year.

Recommended Motion: Approve agreement

Financial Impact: Not to exceed \$29,000 (daily rate of \$194.28)
Annual Cost
Special Education

Agenda Item: **14.C. Report by Integrity Charter School on 2015-2016 academic achievement and goals for 2016-2017.**

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

Quick Summary / Abstract: As a condition of the Memorandum of Understanding, the Charter School is required to make an annual report to the Board.

Tonight, Susie Fahey, Integrity Charter School Director, will report on the school's progress. The report will include information on the school's performance on multiple assessments, including disaggregated data on the following important target groups: English learners, students with disabilities, ethnicity and how those groups have done over time at Integrity. In addition, information on student attendance data and a report on the goals set for the school year will also be presented.

Agenda Item: **14.D. Report by Beacon Classical Academy, National City, on 2015-2016 academic achievement and goals for 2016-2017.**

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

Quick Summary / Abstract: As a condition of the Memorandum of Understanding, the Charter School is required to make an annual report to the Board.

Tonight, Dr. Alma VanNice, Beacon Classical Academy, National City Director, will report on the school's progress. The report will include information on the school's performance on multiple assessments, including disaggregated data on the following important target groups: English learners, students with disabilities, ethnicity and how those groups have done over time at Beacon. In addition, information on student attendance data and a report on the goals set for the school year will also be presented.

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: None

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Authorize the Assistant Superintendent or Business Services to advertise for Request for Qualifications (RFQ) #16-17-238 for Cost Estimating Services.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Accurate cost estimations are essential for planning, budgeting, and prioritizing for construction projects. The RFQ will seek qualifications from prospective firms with expertise in cost estimating for all phases of the design and construction of public buildings.

Comments: Cost estimating is a detailed process involving regulatory and environmental criteria, as well as materials, services, and labor. Cost estimators use a variety of professional sources and information, in addition to formulas and algorithms, to arrive at projections and more reliable estimates. It is a highly specialized profession.

Recommended Motion: Authorize to advertise

Financial Impact: Approximately \$500
One time cost
General Fund

Agenda Item: **17. BOARD WORKSHOP**

Quick Summary / None
Abstract:

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

Agenda Item: **19. ADJOURNMENT**