



Governing Board Agenda

February 23, 2022

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board President

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

Leighangela Brady, Secretary

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

Maria Dalla, Board Member

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

Michelle Gates, Board Member

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Rocina Lizarraga, Board Member

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Alma Sarmiento, Board Clerk

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

This meeting may be recorded

In accordance with Board Policy, audio recordings of Governing 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 listen to the recording.

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.

Meeting Conduct

Per Government Code 54957.9, the Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

Members of the public who require translation services 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, at 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District’s Human Resources Office.





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, February 23, 2022

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

The public may view the meeting by accessing the following link:

<https://youtu.be/wxrHvZ6mj7Y>

*(If you are having trouble with the link, please try copying
and pasting the link to the address bar in your browser.)*

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. CLOSED SESSION ROLL CALL

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

Ms. Maria Betancourt-
Castañeda,
Board President

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. 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 Recording 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. 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. Members of the public may not yield any time to other speakers. No Board action can be taken.

4. ADJOURN TO CLOSED SESSION

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

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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH 2021100858
OAH 2021100891

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

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

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

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording 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. 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. Members of the public may not yield any time to other speakers. No Board action can be taken.

Ms. Maria Betancourt-
Castañeda,
Board President

12. AGENDA

12.A. Accept Agenda.

Ms. Maria Betancourt-
Castañeda,
Board President

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Ms. Maria Betancourt-
Castañeda,
Board President

13.A. Administration - None

Dr. Leighangela
Brady, Superintendent

13.B. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.C. Educational Services - None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

13.D. Business Services - None

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

14. GENERAL FUNCTIONS

14.A. Approve the minutes of the Regular Board Meeting held on February 9, 2022.

Dr. Leighangela
Brady, Superintendent

14.B. Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Dr. Leighangela
Brady, Superintendent

14.C. Adopt Resolution #21-22.18 regarding absence of Board Member Ms. Maria Dalla due to illness.

Dr. Leighangela
Brady, Superintendent

14.D. Cast vote for 2022 California School Boards Association (CSBA) Delegate Assembly election.

Ms. Maria Betancourt-
Castañeda,
Board President

15. EDUCATIONAL SERVICES

15.A. Recognize National School District Schools for their participation with the California PBIS Coalition for implementation of Positive Behavioral Interventions and Support (PBIS) within their schools for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.B. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.C. Amend agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software program in collaboration with the South County Special Education Local Area Plan (SELPA) and the San Joaquin County Office of Education.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16. HUMAN RESOURCES

16.A. Approve the 2022-2023 school year work calendar.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Presentation of the Supplement to the 2021-2022 LCAP Annual Update.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.B. Approve a one-year extension for contract #CT3563 with Cox Communications, Inc., for Telecommunications – Data Circuits and Internet Services. (Exhibit A)

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.C. Approve contract #CT3923 with SOL Transportation for transportation services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. CLOSED SESSION ROLL CALL**

Quick Summary / Board:
Abstract: Ms. Maria Betancourt-Castañeda, Board President
Ms. Alma Sarmiento, Board Clerk
Ms. Maria Dalla, Trustee
Ms. Michelle Gates, Trustee
Ms. Rocina Lizarraga, Trustee

Staff:
Dr. Leighangela Brady, Superintendent, Administration
Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Public communication provides the public with an opportunity to address the Board
Abstract: regarding a closed session item on the agenda. 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 Recording 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. 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. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: **4. ADJOURN TO CLOSED SESSION**

Agenda Item: **5. CLOSED SESSION - 4:00 P.M.**

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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
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Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

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

Agenda Item: **6. RETURN TO OPEN SESSION**

Agenda Item: **7. CALL TO ORDER**

Agenda Item: **8. PLEDGE OF ALLEGIANCE**

Agenda Item: **9. OPEN SESSION ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Betancourt-Castañeda, Board President
Ms. Alma Sarmiento, Board Clerk
Ms. Maria Dalla, Trustee
Ms. Michelle Gates, Trustee
Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration
Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PRESENTATIONS**

Agenda Item: **10.A. Introduce and welcome the new employees.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the February 9, 2022 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

	Introduce & Welcome <i>2/23/22</i>	
Name	Position	Location
Alma Murillo	Instructional Assistant-Special Education	Lincoln Acres School

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording 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. 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. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: **12. AGENDA**

Agenda Item: **12.A. Accept Agenda.**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

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

Recommended
Motion: Approve Consent Agenda.

Agenda Item: **13.A. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

Agenda Item: **13.B.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
February 23, 2022

Name Position Effective Date Placement Funding Source

Employment

None				
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Temporary Employment

None				
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Release of Temporary Employment

Impact Teacher

Impact Teacher				
1. Krystal Baeza	Impact Teacher	Release from temporary assignment on June 8, 2022		
2. Rebecca Cardoza	Impact Teacher	Release from temporary assignment on June 8, 2022		
3. Linda Cartwright	Impact Teacher	Release from temporary assignment on June 8, 2022		
4. Jodene Devan	Impact Teacher	Release from temporary assignment on June 8, 2022		
5. Wendy Elliot	Impact Teacher	Release from temporary assignment on June 8, 2022		
6. Maria Herrera-Schlemmer	Impact Teacher	Release from temporary assignment on June 8, 2022		
7. Ana Jara	Impact Teacher	Release from temporary assignment on June 8, 2022		
8. Angelica Newbold	Impact Teacher	Release from temporary assignment on June 8, 2022		
9. Yolanda Orozco	Impact Teacher	Release from temporary assignment on June 8, 2022		

10. Catherine Pfizenmaier	Impact Teacher	Release from temporary assignment on June 8, 2022		
11. Krisvell Sanchez	Impact Teacher	Release from temporary assignment on June 8, 2022		
12. Barbara Sapper	Impact Teacher	Release from temporary assignment on June 8, 2022		
13. Lynn Stacey	Impact Teacher	Release from temporary assignment on June 8, 2022		
14. Janice Stejskal	Impact Teacher	Release from temporary assignment on June 8, 2022		
15. Natalie Yacoo	Impact Teacher	Release from temporary assignment on June 8, 2022		
Temporary Teacher				
16. Ricardo Alvarado	Temporary Teacher	Release from temporary assignment on June 8, 2022		
17. Terri Blunk	Temporary Teacher	Release from temporary assignment on June 8, 2022		
18. Maria Vazquez Wolfe	Temporary Teacher	Release from temporary assignment on June 8, 2022		
ELPAC Testing Teacher				
19. Winifred Green	ELPAC Testing Teacher	Release from temporary assignment on June 8, 2022		
20. Sara Hennessy	ELPAC Testing Teacher	Release from temporary assignment on June 8, 2022		
21. Phillip Scott	ELPAC Testing Teacher	Release from temporary assignment on June 8, 2022		

Overflow Teacher				
22. Ricardo Alvarado	Overflow Teacher	Release from temporary assignment on June 8, 2022		
23. Phillip Scott	Overflow Teacher	Release from temporary assignment on June 8, 2022		
24. Catherine Pfizenmaier	Overflow Teacher	Release from temporary assignment on June 8, 2022		

CLASSIFIED STAFF RECOMMENDATIONS
February 23, 2022

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
None				

Agenda Item: **13.B.II. Accept the employee resignations/retirements.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 2/23/22			
Name	Position	Location	Effective Date
Alfonso Aguilar	Instructional Assistant- Health Care	Central School	February 11, 2022
Ayde Borraz	Instructional Assistant- Special Education	Lincoln Acres School	February 16, 2022
Juana Gallegos	Instructional Assistant- Health Care	Lincoln Acres School	February 2, 2022
Elizabeth Whiteman	Speech Language Pathologist	District Office/ Lincoln Acres School	February 17, 2022
Leona Wright	Child Nutrition Services Assistant	Las Palmas School	February 2, 2022

Retirements 2/23/22			
Name	Position	Location	Effective Date
None			

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

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: None

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

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: None

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Approve the minutes of the Regular Board Meeting held on February 9, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 2/09/2022

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

February 09, 2022
6:00 pm
Administrative Center
1500 "N" Avenue
National City, CA 91950
<https://youtu.be/p2f2wazWjU>

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 4:00 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:04 p.m.:

Present:

Ms. Maria Betancourt-Castañeda
Ms. Michelle Gates
Ms. Rocina Lizarraga

Absent:

Ms. Maria Dalla
Ms. Alma Sarmiento

Updated Attendance:

Ms. Alma Sarmiento was updated to present at 4:04 p.m.

Ms. Vanessa Ceseña took roll call.

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

None

4. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:00 p.m. to 5:18 p.m.

No action was taken in closed session.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 6:15 p.m.

8. PLEDGE OF ALLEGIANCE

Board President, Ms. Maria Betancourt-Castañeda, led the Pledge of Allegiance.

9. OPEN SESSION ROLL CALL

Present:

Ms. Maria Betancourt-Castañeda

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Accept Agenda.

Motion Passed: Acceptance of the Agenda passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Agenda passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12.A. Administration

12.B. Human Resources

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

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

12.C. Educational Services

12.D. Business Services

12.D.I. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.

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

13. GENERAL FUNCTIONS

13.A. Approve the minutes of the Regular Board Meeting held on January 19, 2022.

Motion Passed: Approval of the minutes passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Abstain Ms. Alma Sarmiento

13.B. Adopt Resolution #21-22.16 regarding absence of Board Member Ms. Maria Dalla due to illness.

Motion Passed: Adoption of Resolution #21-22.16 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.C. Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Ms. Sarmiento asked this item to be pulled and be brought forth at a future meeting.

Motion to Amend Passed: To amend the motion from: "Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness." to: "Vote to pull item for adoption of Resolution #21-22.17" passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.D. Adjust monthly stipend for Governing Board Members.

Motion Passed: Adjustment to monthly stipend for Governing Board Members passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.E. Approve membership to National Association of Latino Elected and Appointed Officials (NALEO) for Ms. Michelle Gates and renewal of membership for Ms. Maria Betancourt-Castañeda and Ms. Maria Dalla.

Motion Passed: Following discussion, approval of NALEO membership and renewal passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14. EDUCATIONAL SERVICES

14.A. Amend contract #CT3846 with EdTheory to provide Special Education Services during the 2021-2022 school year.

Motion Passed: Amendment of contract #CT3846 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14.B. Approve contract #CT3916 with Verbal Behavior Associates to provide special education and behavioral services during the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3916 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14.C. Approve contract #CT3913 with Youth Philharmonic Orchestra to provide music classes for John A. Otis School for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3913 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14.D. Approve contract #CT3917 between the San Diego County Superintendent of Schools (SDCOE) and National School District for the Creating Opportunities in Preventing & Eliminating Suicide Grant.

Motion Passed: Following discussion, approval of contract #CT3917 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14.E. Approve contract #CT3920 with Young Engineers of Greater San Diego, LLC., to provide after school engineering classes for Lincoln Acres for the 2021-2022 school year.

Motion Passed: Approval of contract #CT3920 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. HUMAN RESOURCES

15.A. Approve the revised job description for Coordinator of Educational Services.

Motion Passed: Following discussion, approval of the revised job description passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.B. Approve revised job description for Registered Dietitian.

Motion Passed: Approval of the revised job description passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16. BUSINESS SERVICES

16.A. Presentation and approval of National School District Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit B)

Mr. Mike Mears gave a brief presentation on the audit report and answered questions from the Governing Board.

Motion Passed: Following discussion, approval of National School District Audit Report and its findings passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16.B. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit C)

Mr. Mike Mears gave a brief presentation on the audit report and answered questions from the Governing Board.

Motion Passed: Following discussion, approval of Integrity Charter School Audit Report and its findings passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16.C. Approve contract #CT3921 with Isom Advisors for Continuing Disclosure Services for the General Obligation Bond.

Motion Passed: Following discussion, approval of contract #CT3921 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

Correction to the terms of the contract to reflect three years; effective February 2022 through February 2025.

16.D. Approve contract #CT3918 with Isom Advisors for Financial Advisory Services for the General Obligation Bond.

Motion Passed: Following discussion, approval of contract #CT3918 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

Correction to the terms of the contract to reflect five years; effective February 2022 through February 2027.

16.E. Award contract #CT3922 for Bid #21-22-197 to August-Jaye Construction for window coverings at all school sites.

Motion Passed: Following discussion, award contract #CT3922 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16.F. Accept donations.

Motion Passed: Acceptance of donations passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga thanked Mr. Mears for the audit reports and thanked Dr. Brady for her State of the District presentations throughout the District. She also thanked Dr. Hernandez for the revision of the job description approved tonight and stated the importance of the positions for the District. She gave a shout out to parents participating in DELAC and DEPAC meetings, wished everyone a good night.

Ms. Gates thanked Mr. Mears, Ms. Cowart, and business staff who worked on the audit reports. She mentioned the 100 days of school and shared it is always an enjoyable time to share with students and staff. She wished everyone a good night and a happy Valentine's Day.

Ms. Sarmiento inquired about volunteers returning on campus. She shared she will be meeting with the Assistant City Manager regarding parking adjacent to Rancho de la Nación School. She also shared she was contacted by Mr. Mike Marquez, retired Chief of Police, offering installation of cameras and microphones at one school site, free of charge, for a pilot program he is developing; focused on active shooters. She invited Dr. Brady and Ms. Betancourt-Castañeda to also to meet with him and view his presentation.

Mr. Avanesyans thanked Ms. Cowart and the business department for great job they do and for assisting with the audit needs. He shared there was a finding from two years ago regarding instructional minutes. The District applied for a waiver with the State Board of Education, which was approved in January. The District will not have to make up the minutes or pay the \$80,000 penalty.

Dr. Hernandez reminded everyone about the upcoming Teacher of the Year and Classified Employee of the Year events and invited staff to nominate their peers so they can be celebrated. She wished everyone a good night.

Dr. Kraft shared information regarding the return of volunteers on campus and shared information regarding a future presentation on Federal Program Monitoring for Governing Board Members. She wished everyone a good night.

Dr. Brady shared that February is Black History Month and shared ways the District is celebrating. She thanked the National City 16 Weeks of STEAM and encouraged families to continue participating in the activities at home. She wished everyone a good night and a happy Valentine's Day.

Ms. Betancourt-Castañeda shared she is excited to welcome back volunteers and thanked Mr. Mears for the audit reports. She thanked all viewers and apologized for the technical difficulties at the beginning of the meeting. She wished everyone a happy Valentine's Day and wonderful night.

18. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 7:45 p.m.

Closed session was held from 4:00 p.m. to 5:18 p.m.

No action was taken in closed session.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **14.B. Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Alma Sarmiento was absent from the Regular Board meeting held on January 19, 2022, due to illness.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Attachments:
Resolution #21-22.17

National School District

Resolution

#21-22.17

Absence of Board Member Alma Sarmiento Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Alma Sarmiento was absent from the Regular Board meeting held on January 19, 2022 due to illness and shall receive the maximum monthly compensation for January 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 23rd day of February 2022 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: **14.C. Adopt Resolution #21-22.18 regarding absence of Board Member Ms. Maria Dalla due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Dalla was absent from the Regular Board meeting held on February 9, 2022, due to illness.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #21-22.18 regarding absence of Board Member Ms. Maria Dalla due to illness.

Attachments:
Resolution #21-22.18

National School District

Resolution

#21-22.18

Absence of Board Member Maria Dalla Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Maria Dalla was absent from the Regular Board meeting held on February 9, 2022 due to illness and shall receive the maximum monthly compensation for February 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 23rd day of February 2022 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: **14.D. Cast vote for 2022 California School Boards Association (CSBA) Delegate Assembly election.**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: San Diego County is represented by delegates on the California School Boards Association Delegate Assembly. Region 17 has 23 Delegates, 17 elected and 6 appointed). There are 11 delegates whose terms expire in 2022.

Member school boards are eligible to nominate and elect CSBA Delegate Assembly representatives. Each member board submits one ballot. This year, the Board may vote for up to nine (9) candidates. Biographical sketch forms for all candidates have been forwarded to Board members under separate cover.

Candidates:

1. Marco Amaral (South Bay Union SD)
2. Julie Kelly (Vista USD)
3. Maria Betancourt-Castañeda (National SD)*
4. Eleanor Evans (Oceanside USD)*
5. Michelle Gates (National SD)
6. Humberto Gurmilan (San Ysidro SD)*
7. Rocina Lizarraga (National SD)
8. Gee Wah Mok (Del Mar Union SD)*
9. Tamara Otero (Cajon Valley Union SD)*
10. Marla Strich (Encinitas Union ESD)*
11. Claudine Jones (Carlsbad USD)*
12. Lucy Ugarte (Chula Vista ESD)

*denotes incumbent

Comments: Delegate Assembly members provide a valuable service to the CSBA. The Assembly is the primary policy making body of the Association. Delegates adopt the Association's legislative platform, take positions on other critical issues that come before it, elect the officers and directors, and adopt bylaw changes. Delegates also serve as a two-way communication link between the board members in the region and the regional director and play an important role in fostering collegiality within their region.

The Delegate Assembly meets twice each year. It sets CSBA's general policy direction and fulfills a critical governance role within the association. Delegates act as liaisons between CSBA and local board members in their regions, and they also meet with the other Delegates and the CSBA Director in their regions. Delegates serve two-year terms that begin April 1.

Return ballots must be postmarked on or before March 15, 2022.

Recommended Motion: Cast vote for 2022 California School Boards Association (CSBA) Delegate Assembly election.

Attachments:
CSBA 2022 Ballot

CORRECTED BALLOT

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of seats: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

- | | |
|--|--|
| <input type="checkbox"/> Marco Amaral (South Bay Union SD) | <input type="checkbox"/> Julie Kelly (Vista USD) |
| <input type="checkbox"/> Maria Betancourt-Castaneda (National SD)* | <input type="checkbox"/> Rocina Lizarraga (National SD) |
| <input type="checkbox"/> Eleanor Evans (Oceanside USD)* | <input type="checkbox"/> Gee Wah Mok (Del Mar Union SD)* |
| <input type="checkbox"/> Michelle Gates (National SD) | <input type="checkbox"/> Tamara Otero (Cajon Valley Union SD)* |
| <input type="checkbox"/> Humberto Gurmilan (San Ysidro SD)* | <input type="checkbox"/> Marla Strich (Encinitas Union ESD)* |
| <input type="checkbox"/> Claudine Jones (Carlsbad USD)* | <input type="checkbox"/> Lucy Ugarte (Chula Vista ESD) |

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

February 23, 2022

REGION 17 – 23 Delegates (17 elected/6 appointed)◆

Director: Debra Schade (Solana Beach ESD)

Below is a list of all elected or appointed Delegates from this Region.

County: San Diego

- Richard Barrera, (San Diego USD)◆, appointed term expires 2023
- Sabrina Bazzo (San Diego USD)◆, appointed term expires 2023
- Maria Betancourt-Castaneda (National SD), term expires 2022
- Kate Bishop (Chula Vista ESD), term expires 2023
- Leslie Bunker (Chula Vista ESD), term expires 2023
- Eleanor Evans (Oceanside USD), term expires 2022
- Humberto Gurmilan (San Ysidro SD), term expires 2022
- Andrew Hayes (Lakeside Union SD), term expires 2023
- Claudine Jones (Carlsbad USD), term expires 2022
- Melissa Krogh (Warner USD), term expires 2023
- Michael McQuary (San Diego USD)◆, appointed term expires 2022
- Gee Wah Mok (Del Mar Union SD), term expires 2022
- Tamara Otero (Cajon Valley Union SD), term expires 2022
- Darshana Patel (Poway USD)◆, appointed term expires 2023
- Dawn Perfect (Ramona USD), term expires 2023
- Barbara Ryan (Santee SD), term expires 2023
- Elva Salinas (Grossmont Union HSD), term expires 2022
- Nicholas Segura (Sweetwater Union HSD)◆, appointed term expires 2022
- Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2023
- Marla Strich (Encinitas Union ESD), term expires 2022
- Cipriano Vargas, (Vista USD), term expires 2022
- Katrina Young (San Dieguito Union HSD), term expires 2023

County Delegate:

- Guadalupe Gonzalez (San Diego COE), term expires 2023

County

San Diego

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Recognize National School District Schools for their participation with the California PBIS Coalition for implementation of Positive Behavioral Interventions and Support (PBIS) within their schools for the 2020-2021 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The purpose of the California PBIS Coalition (CPC) is to establish a network for State Education Leaders, County Offices, School Districts, and Schools implementing multi-tiered frameworks through Positive Behavior Intervention and Supports (PBIS). The intention is to create the opportunity for implementers dedicated to the effective implementation of PBIS to have a professional learning community where they can access information and support that will lead them to desired academic, behavior, and social-emotional outcomes for all California students, families, and communities.

Comments: Schools will be recognized for the following achievement levels:

Platinum - Lincoln Acres, Central, Olivewood, John Otis, Las Palmas, Palmer Way, and El Toyon schools

Gold - Kimball School

Silver - Rancho de la Nación School

Bronze - Ira Harbison School

Agenda Item:	15.B. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2021-2022 school year.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Senate Bill 187 requires that all schools develop a Comprehensive School Safety Plan. This legislation and District policy require that the plan must be developed and approved by the School Site Council and approved by the School Board each school year. The required elements of the plan include:</p> <ol style="list-style-type: none"> 1. Assess current school climate. 2. Identify safe school strategies and programs. 3. Address the school’s procedure for complying with existing laws relating to school safety. 4. Develop a School Crisis Response Plan.
Comments:	<p>Each year, schools revise the School Safety Plan to outline current school policies in the areas of discipline, safe ingress and egress patterns at the school site, uniform policies and crisis response procedures.</p> <p>All ten schools, the District Office and National City Police Department (NCPD)/National City Fire Department (NCFD) have reviewed and revised their plans and have provided the District with documentation of plan approval by the School Site Council. Public plans are available for review at each school site and District Office.</p>
Recommended Motion:	Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2021-2022 school year.

Agenda Item: **15.C. Amend agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software program in collaboration with the South County Special Education Local Area Plan (SELPA) and the San Joaquin County Office of Education.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: At the September 8, 2021 meeting, the Governing Board approved agreement #CT3882 with Expatiate Communications Inc. at no financial cost. This agreement initially approved participation in a pilot program. The SELPA has agreed to purchase the program beyond the pilot period and National School District would like to continue participation.

Comments: This amendment is made with reference to the following facts and objectives:

Expatiate Communications, Inc., SELPA, SJCOE, and National School District are parties to a software and data sharing agreement dated September 15, 2021. Subsequently the agreement was amended on January 13, 2022, to continue past the pilot period.

The parties wish to amend the agreement as stated below.

- The new end date for the agreement will be June 30, 2023.
- All references to a "pilot" are now references to "program participation."

The SELPA is covering the cost for National School District's program participation; there is no cost for this contract.

Recommended Motion: Amend agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software program in collaboration with the South County Special Education Local Area Plan (SELPA) and the San Joaquin County Office of Education.

Financial Impact: None

Attachments:
CT3882

AMENDMENT TO AGREEMENT

This Amendment to Agreement ("**Amendment**") is dated as of January 13, 2022 and is made by and between Expatiate Communications Inc. ("**Company**"), South County Special Education Local Plan Area ("**SELPA**"), San Joaquin County Office of Education ("**SJCOE**"), and National School District ("**National**") (collectively the "**Parties**").

This Amendment is made with reference to the following facts and objectives:

- A. The Company, SELPA, SJCOE, and National are parties to **Software and Data Sharing Agreement (Expatiate Communications Inc., SELPA, National, SJCOE)** dated September 15, 2021. Subsequently the Agreement was amended on January 13, 2022. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- The new end date for the agreement will be June 30, 2023
- All references to a "pilot" are now references to "program participation"
- SELPA is covering the cost for National's program participation

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

Name: Expatiate Communications Inc.
Name: Arjun Kushwaha
Representative Title: Managing Director

Signature/Date _____

Name: South County Special Education Local Plan Area
Name: Russell Y. Coronado
Representative Title: Executive Director

Signature/Date _____

Name: San Joaquin County Office of Education
Name: Johnny Arguelles
Representative Title: Director CodeStack

Signature/Date _____

Name: National School District
Name: Arik Avanesyans
Representative Title: Assistant Superintendent, Business Services

Signature/Date _____

February 23, 2022

Software and Data Sharing Agreement (Expatriate Communications Inc., SELPA, National, SJCOE)

For the purposes of piloting the iTAAP software as part of the Equity, Disproportionality and Design project, this Software and Data Sharing Agreement is entered into effective as August 1st, 2021 (“Effective Date”) by and between Expatriate Communications Inc. (“Company”), South County Special Education Local Plan Area (“SELPA”), San Joaquin County Office of Education (“SJCOE”), and National School District (“National”) (collectively “the Parties”).

Recitals

WHEREAS, the Parties desire to implement a web-based software system for collecting, recording and analyzing information to support compliance with data reporting requirements and remove any barriers to learning for students.

WHEREAS, Company has developed, owns and deployed a predictive analysis platform known as the iTAAP System (“System”) that projects outcomes for educational organizations reporting student academic progress data on the California Dashboard;

WHEREAS, the Parties desire to access and use the System and obtain the other services as provided herein;

WHEREAS, to implement the System, data will be exchanged by and between the Parties to this Agreement;

WHEREAS, the Parties desire to share such data in a safe and secure manner;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

Agreement

1. **Term.** The initial term of this Pro-Bono pilot Agreement shall be for a period of 30 calendar days from the Effective Date (09/15/2021) unless earlier terminated as provided herein. The agreement shall terminate at close of business day on 10/15/2021 unless extended in writing with mutual consent.
2. **Fees.** There is no fee associated with the pilot study. Parties shall have access to, but is not limited to:
 - A. Access to System Services by the Parties and any SELPA Users, as defined in section 3 below;
 - B. Initial training for the Parties as described in more detail in section 4 and **Exhibit A**; and
 - C. Maintenance and support of the System.
3. **System Services.** Subject to the terms of this Agreement, during the Pilot Term, the Parties and SELPA Users (as defined below) may access and use the System for the benefit of their students. SELPA is responsible for the actions of all SELPA Users and other SELPA employees and agents, for ensuring that only SELPA Users (limited to Executive Director and Executive

SELPA Consultants) as well as National School District (limited for the purposes of this study to district personnel, no more than 6 users). Authorized users are provided access to the System (including ensuring account name and password security), and that access of SELPA Users is limited to that portion of the System required for iTAAP and its associated websites, electronic workflows as determined necessary by the Company and Student Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "SELPA Users" means SELPA employees and National designated employees as defined above.

4. Training and Additional Services. Upon written request and authorization by the SELPA, the Company will conduct additional training and provide additional services to the Parties during the pilot period.

5. Payment Schedule. There is no Fee associated with this pilot study.

6. Termination.

A. Termination Without Cause. SELPA or the Company may terminate this Agreement without cause prior to the expiration of the Term by giving the other party written notice of its intent to so terminate at least thirty (30) days prior to the termination date. There will be no fee associated with termination.

B. Termination For Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (10) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

C. Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

7. Data Privacy and Security.

A) Ownership of System: The Company is and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials., including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. In addition, and upon mutual agreement between the SELPA and the Company, the Company shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyright table material conceived, developed, created, written or contributed by the Company pursuant to this Agreement ("Specific Developments"). The public entity Parties will have no rights in the System, any derivative works, the Specific Developments and Materials, except the right to access and use them as expressly set forth in this Agreement. The public entity Parties agree not to (i)

alter, merge, modify, adapt or translate the System or Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Materials to a human-perceivable form; (ii) sell, rent, lease or license the System or Materials; (iii) create derivative works based upon the System or Materials or; (iv) permit anyone other than SELPA Users to use the System. The Parties acknowledges that the System is confidential in nature and constitutes a trade secret of the Company and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or its elements to any third party during the Term or thereafter.

B) Implementation, Data Conversion, and Hosting: The Company agrees to provide the services associated with the implementation of the System and Student Data conversion and hosting.

C) Student Data: The Parties will use secure file transfer protocol (SFTP), to transfer required for the System data to the Company. The data will be securely stored and used only for the Parties and SELPA Users of these applications. At its sole discretion, the Company may provide user access to its platforms as required for data entry

D) Hosting: The System and Student Data will be hosted on Microsoft Azure cloud servers.

E) System Maintenance and Support: The Company agrees to provide maintenance and support of the System to the Parties. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to the Parties in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with the Parties to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to the Parties. The Company is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by the Parties or SELPA Users, the Parties employees or agents, unless such modification or alteration is approved in writing by the Company, or (b) any failure of the Parties equipment or software.

F) Responsibilities of Public Entity Parties: The public entity Parties agrees to prepare and furnish to the Company upon request such information as is reasonably requested by the Company in order for the Company to perform its obligations under this Agreement.

G) Ownership and Control: The public entity Parties will retain ownership of, and the ability to control, all information, including Pupil Records (as defined below), imported into the System ("Student Data"). The Company may, however, internally use Student Data that has been de-identified, including aggregated de identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, the Company agrees to assist in the transfer all Student Data back to the Parties in an industry standard open format such as SQL at no charge.

- H) **Sharing of Student Data:** The Company will not share Student Data with or disclose it to any third party, except (i) to the Parties and SELPA Users, (ii) as directed by the Parties or SELPA Users, or (iii) as required by applicable law. When the Company believes that any disclosure is required by applicable law, it will promptly notify the Parties prior to the disclosure and give the Parties a reasonable opportunity to object to the disclosure.
- I) **Storage and Process:** The Company will keep data on the secure Microsoft Azure cloud service location. The direct access to the data will be granted only to Expatriate Communications developers, working on supporting this application. All Parties and SELPA Users will be accessing this application via secure, Multi Factor Authentication (MFT) enabled web based applications.
- J) **Social Security Numbers:** The Parties agree that it will not collect or store as part of the Student Data or otherwise any social security numbers.
- K) **Privacy and Security of Student Data:** "Pupil Records" means any information (i) directly related to a pupil that is maintained by the public entity Parties or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other public entity Party employee, but does not include de-identified information, including aggregated de-identified information, used by the Company to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.
- L) **Ownership and Control of Pupil Records:** Pupil Records obtained by the Company from the Parties will continue to be the property of and under the control of the individual public entity Parties,
- M) **Use of Pupil Records:** The Company will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.
- N) **Security and Confidentiality:** The Company will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. The Company will identify those employees and subcontractors who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. The Company warrants that all Pupil Records will be encrypted in transmission.
- O) **Notice of Unauthorized Disclosure:** In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, the Parties will notify their respective affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

P) **Certification of Non-Retention:** The Company certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to the Company upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

Q) **Student Data Privacy Compliance:** The Parties shall adhere to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, California Education Code sections 49060-49085, and applicable federal and state laws and District policies concerning the data shared under this Agreement.

34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of personally identifiable information (“PII”) from the education record of a student. An exception to the consent requirement is provided for in 34 CFR §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) for contractors “performing institutional services or functions otherwise performed by school employees.” These contractors are considered “school officials” under FERPA and the California Education Code. Under this Agreement, the Parties are considered to be such school officials with legitimate educational interests performing an institutional service or function for which the public entity Parties would otherwise use employees within the meaning of 34 C.F.R. §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) and this allows the public entity Parties to disclose PII from education records of students without the consent required by 34 C.F.R. § 99.30 and Education Code §49076(a).

8. Warranties

System Warranty: The Company warrants to the Parties that the System as delivered, will materially comply with the published specifications for such System. The Company does not warrant that the operation of the System will be uninterrupted or error-free. In particular, for purposes of the foregoing warranty, and the Parties acknowledge that the system is not and cannot be made to be 100% accurate, and that any errors or failure to perform shall not be deemed a breach of such warranty unless they are significant and not to be expected in light of the limitations of systems of this type.

Disclaimer of Warranties: Except for the express warranty set forth above, the system and all Company services are provided "as is" and the Company hereby disclaims all warranties, whether express, implied, statutory or other, and specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. All third-party services are provided "as is" and any representation or warranty of or concerning any third-party services is strictly between the Parties and the third-party owner or distributor of the third-party services.

9. Indemnification

By Company: Expatriate agrees to defend, indemnify and hold harmless the public entity Parties and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the public entity Party's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such

infringement results from the Party's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of the Company or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Expatiate.

By the Public Entity Parties: To the extent permitted under applicable law, the public entity Parties agrees to defend, indemnify and hold harmless the Company and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the gross negligence or intentional misconduct of the public entity Parties or their employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by the public entity Parties.

Indemnification Procedure: The Parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("Indemnifying Party") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("Indemnified Party"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be done by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

10. Insurance

Company shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors' and officers' coverages, including cybersecurity coverage, comprehensive general liability coverage, and automobile liability coverage. Service Provider shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

11. General Provisions

A) **Governing Law:** This Agreement shall be governed in all respects by the laws of the state of California and any applicable federal law. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **Dispute Resolution:**

i) The parties shall attempt in good faith to resolve any dispute arising out

of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business.

ii) Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

iv) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 1 above.

v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs i and ii above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

vi) If the matter is not resolved by negotiation pursuant to paragraphs 1 through 4 above, then the matter will proceed to arbitration as set forth below.

C) Arbitration

i) Any dispute, controversy or claim arising out of or relating in any way to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively resolved by binding arbitration in San Diego, California, or another location mutually agreed to by the parties. The parties will mutually select the arbitrator who need not be affiliated with an arbitration services. If the parties cannot agree on a private arbitrator, the parties will mutually agree on an arbitrator from either ADR Services, Inc. ("ADR Services") or JAMS. The arbitration shall be administered by either ADR Services, Inc. ("ADR Services") or JAMS, whichever provider has the earliest availability. The arbitration shall be binding with no right of appeal.

ii) The arbitration shall be conducted pursuant to the chosen arbitrator service provider Rules and Procedures. Any disputes regarding which rules shall apply

shall be decided by the arbitrator. The parties, by written agreement, may vary the procedures set forth in these rules. With the appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator. Unless the parties or the arbitrator determine otherwise, the Expedited Procedures shall apply.

iii) The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties.

iv) The parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

D) Language: All communications made or notices given pursuant to this Agreement shall be in the English language.

E) Assignment: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by any Party.

F) Amendments: This Agreement may only be amended in writing signed by the Parties.

G) No Waiver: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of any Party. Only an additional written agreement can constitute a waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute a waiver of such term or any other term.

H) Severability: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

I) Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes any prior or contemporaneous understandings, whether written or oral.

J) Headings: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

K) Counterparts: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

L) Force Majeure: No Party shall be liable for any failure to perform their obligations under this Agreement due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, pandemics,

embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. Notwithstanding, in the event of a pandemic and related quarantine, to the extent that System and related services, can continue to be delivered remotely, the Parties will be expected to continue to meet their obligations under this Agreement.

M) Notices Electronic Communications Permitted:

i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Parties in accordance with this clause.

The relevant contact information for the Parties is as follows:

Company: arjun.kushwaha@excomweb.com

SELPA: rcoronado@sdcoe.net

San Joaquin County Office of Education: jarguelles@sjcoe.net

National School District: Lbrady@nsd.us

Notices sent as above shall be deemed to have been received two (2) business days after the day of posting (in the case of inland first class mail), or next working day after sending (in the case of email). In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

N) Authority To Contract. Each Party warrants to the other that the signatory to this Agreement has been delegated the authority to enter into this Agreement.

Notwithstanding, the contract may not be binding until it has been approved or ratified by the Parties Governing Boards.

**EXECUTION: Software and Data Sharing Agreement
(Expatriate Communications Inc., SELPA, National, SJCOE)**

Name: Expatriate Communications Inc.

Name: Arjun Kushwaha

Representative Title: Managing Director

Signature/Date: Arjun Kushwaha 10/08/2021

Name: South County Special Education Local Plan Area

Name: Russell Y. Coronado

Representative Title: South County SELPA

Signature/Date: [Signature] 9/28/21

Name: San Joaquin County Office of Education

Name: Johnny Arguelles

Representative Title: Director CodeStack

Signature/Date: [Signature] 09/27/2021

Name: National School District

Name: Arik Avanesvans

Representative Title: Assistant Superintendent, Business Services

Signature/Date: [Signature]
Board Approval: September 8, 2021

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Approve the 2022-2023 school year work calendar.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The District annually negotiates with California School Employees Association (CSEA) and its Chapter 206 and consults with National City Elementary Teachers Association (NCETA) on the school year work calendar pursuant to the collective bargaining agreements and Governing Board of National School District.

Because the Juneteenth Holiday language is not yet incorporated into the CSEA contract, the correct memorandum of understanding is included with the approval of this year's calendar.

CSEA and its Chapter 206 ratified the calendar February 10, 2022.

Comments: See attached 2022-2023 calendar.

Recommended Motion: Approve the 2022-2023 school year work calendar.

Attachments:
2022-2023 School Work Calendar

National School District School Calendar 2022-2023

Pending Board Approval

DRAFT

2022

July						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 4 Holiday Independence Day
 July 5 Admin Assist & Office Tech Work 1 Day
 July 13 Admin Assist & Office Tech Work Return
 July 20 All Staff Return (Certificated and Classified)
 (10-Month, 11-Month, and CNS)
 July 25 Students Return

2023

January						
						1
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan. 1 New Year's Day Holiday
 Jan. 2 New Year's Day Holiday (Observed)
 Jan. 9 Staff Return/Professional Growth Day
 (Non-Student Day and Non-CNS Day)
 Jan. 10 Students Return (CNS Return)
 Jan. 16 Martin Luther King Holiday

August						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Feb. 17 Lincoln Holiday (Observed)
 Feb. 20 Washington Holiday (Observed)

September						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sept. 5 Labor Day Holiday
 Sept. 19-Sept. 30 Fall Break

March						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March 10, 13, 14, 15, 17 Parent Teacher Conferences
 March 20 - March 31 Spring Break

October						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October 3 Staff Return/Professional Growth Day
 (Non-Student Day and Non-CNS Day)
 October 4 Students and CNS Return
 Oct. 14, 17, 18, 19, 21 Parent Teacher Conferences

April						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April 3 Staff and Students Return

November						
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Nov. 11 Holiday Veterans Day
 Nov. 21 Cesar Chavez Holiday (Observed)
 Nov. 22 Friday Before Easter Holiday (Observed)
 Nov. 23 Admissions Day Holiday (Observed)
 Nov. 24 Thanksgiving Holiday
 Nov. 25 Holiday Friday following Thanksgiving Day

May						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 29 Memorial Day Holiday

December						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Dec. 19 - Jan. 6 Winter Break
 Dec. 23 Christmas Eve Holiday (Observed)
 Dec. 24 Christmas Eve Holiday
 Dec. 25 Christmas Day Holiday
 Dec. 26 Christmas Day Holiday (Observed)
 Dec. 30 New Year's Eve Holiday

June						
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 1 No Minimum Day
 June 7 Last Day for Students and Staff (Minimum Day)
 June 15 Last Day for Admin Asst. and Office Tech
 June 19 Juneteenth Holiday

Final Calendar Verified:

NCETA: *Jennifer Sturdy*
 CSEA: *Mona Ribach*
 District: *Spetia Harvey*
 2/2/22

Board Approval Date: _____

No Minimum Day
Admin Assistant and Office Tech
Holidays
Staff Return
Student Return
Break
Parent Teacher Conferences
Last Day

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NATIONAL CHAPTER #206
January 27, 2022

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the National School District (hereinafter, "District") and the California School Employees Association, and its National Chapter #206 (hereinafter "CSEA").

Whereas, on June 17, 2021, President Joseph Biden signed the Juneteenth National Independence Day Act (S. 475) making Juneteenth a federal holiday.

Whereas, on June 18, 2021, President Biden issued "A Proclamation on Juneteenth Day of Observance" further solemnifying the holiday, because June 19 fell on a Saturday in 2021

Whereas, this holiday, Juneteenth, specifically commemorates the end of slavery in the last state to maintain institutional slavery during the Civil War.

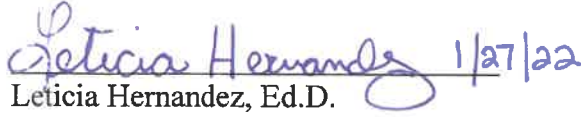
Whereas, Juneteenth is a remembrance of slavery and a celebration of the ongoing work of the freedom struggle.


Therefore, the District recognizes Juneteenth as a federal holiday and CSEA agrees with the action taken by the National School District Governing Board:


1. The District has recognized the Federal holiday Juneteenth with Board Resolution #21-22.15 on December 14, 2021.
2. The District and CSEA agree to the attached work-year calendar for the 2022-2023 school year.
3. The District is intentional in compensating all CSEA bargaining unit members that were scheduled to work June 18, 2021 the holiday rate of pay in accordance with 9.6.9 of the collective bargaining agreement.
4. The District and CSEA will work collaboratively to insert Juneteenth into the CBA as a recognized holiday in Article 13 section 1 (13.1) as soon as practicable.


Dated: January 27, 2022:

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NATIONAL CHAPTER #206
January 27, 2022

 1/27/22
Leticia Hernandez, Ed.D.
Assistant Superintendent, Human Resources
National School District


Mona Ribada
CSEA Chapter President, National #206


Thomas Giamanco
CSEA National #206, Negotiation Team


Alfredo Alvarez
CSEA, Labor Relations Representative

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Presentation of the Supplement to the 2021-2022 LCAP Annual Update.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: Districts received significant one-time state and federal funds to mitigate the impact of the pandemic on school operations and services. The State Board of Education (SBE), in accordance with AB130, requires Districts to provide an Annual LCAP Update, as well as an update of use of these one-time supplemental funds during a regularly scheduled Board meeting.

In 2021-2022 Districts are required to use the SBE adopted template to present the use of these one-time supplemental funds. The Supplement is to be presented prior to February 28, 2022, and is for information only. No approval is required.

Comments: On July 12, 2021, the California Budget Act provided school districts significant funding to school Districts. Additionally, several federal acts, American Rescue Plan Act of 2021 and federal Elementary and Secondary School Emergency Relief, provided ample funds to schools. Both state and federal one-time funds aimed to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students to serve the same purpose.

The 2021-2022 Annual Update LCAP and Supplemental template shall require all of the following information:

- Describe how and when the LEA’s stakeholders were engaged on the use of funds provided in the Budget Act of 2021 that were not included in its LCAP adopted on July 1, 2021.
- Describe how the additional concentration grant add-on received, as amended by AB 130, was used by the LEA to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to pupils on school campuses, or the location of the actions related to these funds in its 2021–2022 LCAP.
- Describe how and when stakeholders were engaged on the use of one-time federal funds intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students.
- Provide an update on the implementation of the federal American Rescue Plan Act of 2021 and federal Elementary and Secondary School Emergency Relief expenditure plan, including success and challenges.
- Describe how the 2021–2022 school year fiscal resources are being used consistent with the applicable plans and aligned with the LEA’s 2021–2022 LCAP.

Attachments:
2021-2022 Annual Update LCAP and Supplemental

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
National Elementary School District	Sharmila Kraft, Ed. D. Assistant Superintendent of Educational Services	

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

NSD will conduct stakeholder input meetings for the 2022-2023 LCAP, including the annual review and supplement. The following reflects dates and groups stakeholder input sessions:

- March 4, 2022
CSEA
- February 16, 2022
NCETA
- March 11, 2022
- April 15, 2022
DELAC (LCAP & Con App presentations)
- March 16, 2022
- April 20, 2022
DPAC (LCAP & Con App presentations)
- April 21, 2022
LCAP Committee Meeting (Special Board Meeting); 4:00-6:00
Rancho de la Nación Auditorium
- May 20, 2022
LCAP Virtual Town Hall Meeting 6:00-7:00
- June 23, 2022
BOARD Meeting

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Align, refine and increase the integrated multi-tiered system of support (MTSS) framework for monitoring needs, aligning support program(s), and collecting an evidence base for strategic decision making with principal focus on ensuring access to English learners, foster youth/homeless and low income students.

Provide additional support through the funding of 1-2 impact teachers and 10 Language Arts specialist at each site to monitor and coordinate intervention for students based on data and aligned targeted services. The allocated funds for these services is \$1.5 million.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

National School District (NSD) administered multiple surveys to parents and staff focused on student learning. NSD also engaged in virtual live forums with the following groups:

- Presentation and questions and answer opportunity for CSEA on October 12, 2021
- Presentation and questions and answer opportunity for Parents on October 20, 2021
- Presentation and questions and answer opportunity for NCETA on October 22, 2021

In addition to surveys, a series of virtual input sessions focused on input for a three-year recovery plan to accelerate learning was initiated with various groups (community, labor groups, parents, and staff). Input was sought around systems and programs for interventions, supplemental supports for students, social and emotional health and academic acceleration. Stakeholder input provided integral guidance on goals and actions on a recovery plan that braids multiple funding sources for a cohesive plan targeting the needs of students with disabilities, English learners, foster youth, homeless and academically at-promise students. The plan was based on student data, observational data, survey data, and stakeholder feedback.

All plans for one-time funds can be found at www.nsd.us

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

NSD is currently implementing the services and actions funded through ESSR III described below:

Targeted and Extended Day Support for School Sites for English Learners

School sites will provide targeted linguistic and academic interventions for English learners with particular focus on students at risk for being identified as long-term (LTEL) with the goal of reclassification prior to grade six. School sites will embed these in school and extended day academic supports into their School Plans for Student Achievement. Provide resources and instruction to increase literacy skills for LTEL as measured by lexile levels to meet base number in band range for grade level across all school sites embedded.

Integrate extended learning opportunities for all students within NSD MTSS Framework. Integrate extended learning opportunities for all students within NSD MTSS Framework. Provided extended learning opportunities for students to accelerate learning by certificated staff and other learning support options at all school sites. Extended learning options may include but are not limited to summer school, intersession, after school/before school.

NSD has invested in additional staffing, provided additional hours, invested in PPE and ventilation upgrades, and increased health and safety services at sites, provided on-site testing and secured support agencies for contact tracing.

Fund existing positions to ensure continuity of services and continued employment during and after the pandemic. Including the following positions:

- Resource Teacher-Technology
- Resource Teacher-Parent Engagement
- Director Educational Services
- Resource Teacher-District
- Technology Services Supervisor
- Lead I.A.-Lang. Assess. Ctr
- Welfare And Attend. Specialist School
- Counselor
- Roving Teacher
- Purchasing Supervisor
- Custodial Supervisor
- Information Compliance Specialist 1

Success- NSD has been able to continue in-person learning with no need to move to school closures. The continued employment of staff has helped mitigate the tremendous shortage of available workers. All ten NSD sites are successfully running extended learning intervention sessions after school focusing on math and English language arts.

Challenge- NSD has been challenged with the complications of COVID quarantine, and student absences due to symptoms. Additionally, the offering of independent study caused displacement of already short staff and made it difficult to provide learning mitigation services to those students.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

NSD is following through with the actions and services aligned in the following Board approved plans:

2021-2022 LCAP actions and services

2021 ESSR III Plan

2021 Expanded Learning Opportunity Grant

All plans with included budget allocations can be found at www.nsd.us

NSD has aligned its additional fiscal resources, engaged in stakeholder input, conducted a needs analysis to ensure actions and services align to the LCAP. Additionally, NSD has allocated resources to continue in-person learning by providing services to enhance cleaning, ensure effective health and safety practices by providing PPE, additional custodial and maintenance support. All of these additional supports have provided continuity of in-person learning and meeting the goals of the 2021-2022 LCAP.

Agenda Item: **17.B. Approve a one-year extension for contract #CT3563 with Cox Communications, Inc., for Telecommunications – Data Circuits and Internet Services. (Exhibit A)**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approval contract #CT3563 will allow National School District to continue using Cox Communications, Inc., for Telecommunications – Data Circuits and Internet Services.

This one-year contract extension will allow for continuous Telecommunications – Data Circuits and Internet Services for National School District from July 1, 2022, through June 30, 2023. The attached Cox Communications, Inc., amendment is the extension, and incorporates the original agreement. The price rates also remain unchanged.

Comments: The original contract was awarded after an extensive Request for Proposal (RFP) process. Cox Communications, Inc., has provided excellent and responsive service throughout the term of the original agreement.

This is an E-rate eligible service.

Recommended Motion: Approve a one-year extension for contract #CT3563 with Cox Communications, Inc., for Telecommunications – Data Circuits and Internet Services. (Exhibit A)

Financial Impact: Contract cost: \$194,400* plus applicable taxes for one year
*E-Rate Funded at 90% \$174,960
*District Funded at 10% \$19,440
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3563
Exhibit A



Cox Account Rep:	Sally Bowen	Cox System Address:
Phone Number:		5159 Federal Blvd.
Fax Number:		San Diego, CA 92105

Customer Information		Authorized Customer Representative Information	
Legal Company	National School District	Full Name:	Wendy O'Connor
Street Address:	1500 N Ave.	Billing Contact:	
City/State/Zip:	National City, CA 91950	Fax:	
Billing Address:	1500 N Ave.	Contact Number:	Joe Ferris (619)336-7786
City/State/Zip:	National City, CA 91950	Email Address:	
Cox Account #:			
Merge Bill			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Service Charges	
				Monthly Recurring	One Time Activation & Setup Fees
Metro E 1 Gb UNI Intrastate	18	\$650	12	\$11,700	\$0
Metro E 10 Gb UNI Intrastate	2	\$2,250	12	\$4,500	\$0
Totals:				\$16,200	\$0

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions	
<p>This Extension to Commercial Services Agreement extends that certain Commercial Services Agreement dated 3/8/2019 between Cox and Customer (as amended to date, the "Original CSA"). The 12 month Term above shall begin on July 1, 2022 and expire on June 30, 2023.</p>	
Customer Authorized Signature	Cox California Telcom, LLC; Cox Communications California, LLC
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:



Cox Account Rep: Sally Bowen	Cox System Address:
Phone Number:	5159 Federal Blvd.
Fax Number:	San Diego, CA 92105

Customer Information		Authorized Customer Representative Information	
Legal Company	National School District	Full Name:	Christopher Carson
Street Address:	1500 N Ave.	Billing Contact:	
City/State/Zip:	National City, CA 91950	Fax:	
Billing Address:		Contact Number:	Joe Ferris (619) 336-7786
City/State/Zip:		Email Address:	
Cox Account #:			
Merge Bill			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Service Charges	
				Monthly Recurring	One Time Activation & Setup Fees
Metro E 1 Gb UNI Intrastate	18	\$650	36	\$11,700	\$0
Metro E 10 Gb UNI Intrastate	2	\$2,250	36	\$4,500	\$0
Totals:				\$16,200	\$0

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 7/1/19 year(s) beginning and ending 6/30/22, with two (2) separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.



Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Level Agreement, attached as Exhibit C, is incorporated into the contract.

This Commercial Services Agreement is the order for services pursuant to 'Agreement CT3563' executed by the parties. In the event of a conflict, the terms of this Commercial Services Agreement shall take precedence.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox California Telcom, LLC; Cox Communications California, LLC
Signature: 	Signature: 
Print: Christopher B. Carson	Print: Steve Cameron
Title Position: Asst. Supt. Bus. Sues.	Title Position: UP Cox Business
Date: 3/8/2019	Date: 3-8-19

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for

damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. RESERVED.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Agenda Item: **17.C. Approve contract #CT3923 with SOL Transportation for transportation services.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: SOL Transportation will provide transportation services students that attend nonpublic schools outside National City district boundaries. Supplementing our transportation department with SOL transportation services will ensure we continue the same level of service through the end of the school year.

Comments: Approval of this contract will allow for National School District to cover transportation needs for nonpublic school students.

Authorization for this contract would be as needed through June 2022.

Recommended Motion: Approve contract #CT3923 with SOL Transportation for transportation services.

Financial Impact: Contract cost: Not to exceed \$30,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3923



1. Engagement of Contractor

The Client hereby agrees to engage Provider and the Provider hereby agrees to perform the services set forth in this Agreement.

2. Scope of Work:

Sol Transportation will provide home to school transportation to special needs students. Sol Transportation will provide all necessary vehicles, equipment and qualified personnel to meet all State, Local and District laws and regulations.

Vehicles

All vehicles providing service will be kept in good operating, running and mechanical condition. All vehicles will be kept clean inside and out. Drivers perform daily vehicle checks to ensure everything is working properly. If any deficiencies are found, it must be reported immediately to make the necessary repairs (if deemed unsafe, driver will be assigned a different unit). All our vehicles are scheduled for regular maintenance at proper intervals and proper preventive maintenance is performed.

Driver Personnel

All employees that may come in contact with students will be subject to the following provisions.

- We do not hire applicants with driving records with more than one point within the past three years.



- Prior to hiring, all applicants must provide contact information of at least three references, who are contacted to verify applicant's information.
- DOJ & FBI background clearance
- Tuberculosis clearance
- DMV Medical Exam
- Drug Testing Clearance- Pre-employment drug and alcohol testing as well as enrollment on an autonomous random drug and alcohol testing program.

In addition, all our drivers receive the following training:

- Company Policies – Information about company policies and procedures.
- Device training – Proper use of communication devices (two-way radio, MDDs and mobile phones).
- Student Car Seat Securement – Proper securement of car seats, booster seats and security equipment.
- Passenger and Mobile Aids Securement – Proper loading, unloading and securement of passengers and mobile aid devices.
- Customer Service – Customer service policies and guidelines.
- HIPPA Compliance Training – Compliance and importance of protecting confidential nature of protected health information.
- Sensitivity Training – Understanding the unique needs of passengers with different types of health issues and disabilities and handling them with empathy.
- Life Safety Management (Fire Preparedness) – proper use of fire extinguisher.
- Blood Borne Pathogens – Proper cleaning and protection of bodily fluids.
- Sexual Harassment – Understanding, defining and recognizing sexual harassment in the workplace, and resolving situations before they escalate.
- Drug & Alcohol training – Awareness and prevention.
- CPR Certification – Standard CPR Certification of the American Red Cross.
- First Aid Certification – Standard First Aid Certification of the American Red Cross.
- Defensive Driving – Utilizing safe driving techniques to prevent accidents and identify hazards.
- Accident and Road Emergency Procedures – Handling and reporting accidents and road emergencies.
- Proper use of Roadside Emergency Equipment
- Incident Reporting



3. Insurance

Provider will furnish the Client with a certificate of insurance with the following coverage:

- General Liability: \$1,000,000
- General Aggregate: \$3,000,000
- Automobile Liability: \$1,500,000

4. Indemnity

To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless the Client and its officials, agents and employees (“indemnified parties”) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Provider’s performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. However, Provider shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible.

5. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

6. Compensation to Provider

The fees for furnishing services under this Agreement shall be based on Exhibit 1.

No additional transportation services beyond those which are expressly requested and authorized by the District shall be performed by Provider.

7. Payment and Terms

- a. Cancellations must be made 4 hours in advance. If cancellations are not made 4 hours in advance, full trip rate will be charge.
- b. Transportation Services will be billed on a bi-weekly basis.



c. Payment shall be due 30 days after bill is received.

8. Termination

Either party hereto may terminate this Agreement for any reason by giving Thirty (30) calendar days written notice to the other party.

In the event of termination, the Provider shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

This Agreement shall be governed by the laws of the State of California.

Signatures:

Sol Transportation, Inc.

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____



SOL
TRANSPORTATION
Student Rates

Pricing per One-Way Trip

DESCRIPTION	FEE
Initiation Fee	\$ 40.00
Cost Per Mile *	\$ 3.00
Wheelchair Fee	\$ 25.00
Additional Equipment Fee**	\$ 5.00
Aides (per Hour)***	\$ 24.00

*Minimum 5 miles charge

**Per carseat, security belt or any additional equipment

***Minimum 3 hours charge per one-way trip

Note: There is no extra fee for additional students in a route,
only additional milage charge will be incurred

CANCELLATIONS

Cancellations should be made 4 hours in advance. The customer is responsible for the full cost of the trip if the cancellation is not made 4 hours in advance.

FOR RESERVATIONS PLEASE CALL

(760)720-4327

(866)765-3177

dispatch@soltransportation.com

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**